



**STATEMENT OF LIMITED WARRANTY FOR
ENVIROLUX® ENERGY SYSTEMS' COMMERCIAL
LED PRODUCTS FOR SHIPMENTS WITHIN THE
UNITED STATES (05/15)**

Subject to the exclusions set forth below, EnviroLux® Energy Systems ("EnviroLux" (fka "Dura Trade, LLC") warrants its EnviroLux commercial indoor and outdoor light emitting diode (LED) fixtures, meaning the LED engines ("Product(s)"), to be free from defect in material and workmanship (the "General Warranty") for a period of **seven (7) years or 50,000 hours** from the date of shipment of original order from EnviroLux's facilities. The LED engines in the Product(s) will be considered defective and material or workmanship only if a total of fifteen percent (15%) or more of the individual light emitting diodes (LED engine) in the Product(s) fail to illuminate. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. EnviroLux will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by EnviroLux improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of EnviroLux; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond EnviroLux's reasonable control. EnviroLux also will not be responsible under this Warranty for any substantial deterioration in the Product(s) finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to EnviroLux upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failure of EnviroLux supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, EnviroLux emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, EnviroLux, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty **excludes** labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part(s) within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within fifteen (15) days of discovery of the defect or failure to an authorized EnviroLux post-sales or customer service representative at service@envirolux.com and MUST STATE **ORIGINAL PURCHASE ORDER NUMBER** the product(s) were originally ordered from. **Product(s) or component part(s) will be required to be returned for inspection and verification of non-conformance by EnviroLux, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized EnviroLux post-sales or customer service representative. EnviroLux is not responsible for any costs and/or expenses incurred in connection with shipment of replacement Product(s) to the customer.**

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ENVIROLUX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ENVIROLUX PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ENVIROLUX.

The total liability of EnviroLux on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with or resulting from, EnviroLux performance or breach of this Warranty, or from EnviroLux's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event except the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL ENVIROLUX ENERGY SYSTEMS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION OF LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

EnviroLux reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after modification or discontinuance.