

Limited Fixture Warranty

Reflector Material

U.S. Energy Sciences, Inc. (USES) warrants, with proof of purchase, that the USES reflector shall be free from defects in material and construction for a period of one (1) year from the date of purchase. USES further warrants, for a period of twenty-five (25) years from the date of purchase for Specular Aluminum Reflectors and (10) years for White Aluminum Reflectors, that the reflector will not fade, discolor, or develop any significant surface deterioration that may reduce source image reflectance due to exposure to fluorescent lamp radiation and heat up to one hundred degrees Centigrade (100° C). The Warranty shall not apply to damage resulting from alteration, misuse, neglect, unauthorized repair, improper cleaning, fire, accident, abuse, negligence, or corrosive airborne agents such as strong chemicals. Nor does this warranty apply to the protective films if product is stored for more than three (3) months after the date of purchase (protective film must be removed from reflectors intended for storage for more than three (3) months). Furthermore, no warranty is made that the reflector is saleable or fit for any application or warranty not described herein. USES shall not be liable for any damages (incidental or consequential, or otherwise) arising from the product defects. Additionally, USES reserves the right to inspect said product within 7 days of claim for defect before remedy of said claim.

Fluorescent Fixtures

U.S. Energy Sciences, Inc. (USES) warrants, with proof of purchase, that the USES fixture shall be free from defects in material and construction for a period of one (1) year from the date of purchase. The Warranty shall not apply to damage resulting from alteration, misuse, neglect, unauthorized repair, improper cleaning, fire, accident, abuse, negligence, or corrosive airborne agents such as strong chemicals. Furthermore, no warranty is made that the fixture is saleable or fit for any application or warranty not described herein. USES shall not be liable for any damages (incidental or consequential, or otherwise) arising from the product defects.

Ballast and Lamp Warranties

Warranties for ballasts and lamps vary. Please contact manufacturer below.

- Advance Warranty: 800-372-3331
- GE Warranty: 888-432-2552
- Sylvania: 800-654-0089

Sensor Warranties

Sensor warranty is valid for (5) years from date of purchase. For more information or replacement inquiries, please contact manufacturer below:

- Leviton LMS: 800-736-6682

Limitation of remedies

Should the fluorescent fixture develop a condition or deterioration in contravention of this Warranty during the Warranty period, USES only obligation and Purchaser's exclusive remedy is the defective product, excluding installation, upon notification thereof and substantiation that the product has been stored, installed, maintained, transported, operated and serviced in accordance with USES written instructions and specifications.

Limited LED Warranty

US Energy Sciences, Inc. (USES) warrants with proof of purchase, that the USES LED products shall be free from defects in material and construction for a period of three years.

1. Definitions

1.1 Business Day means Monday through Friday from 8AM to 5 PM, except holidays.

1.2 Covered products will include hardware products manufactured by USES. Covered equipment does not include any other third-party hardware products or software, even if packaged, or sold with factory hardware, including third party communication devices.

1.3 Warranty means a specific, discrete problem that can be answered or resolved by isolating its origin to a single cause. Warranty has reached resolution when Customer receives one of the following:

- a) Information that resolves the problem;
- b) Repair or replacement services that resolve the problem.

2. Repair or Replacement

If the defect in materials or workmanship arises during warranty period and Customer notifies USES within that period. USES will, at its option, repair or replace the affected LED products within 28 business days from receipt of defective product.

Replacement LED products or parts provided by USES can be new or refurbished. Defective parts or products that are replaced will become property of USES.

Repair and Replacement services do not cover:

- a) Damage to LED product caused by accident, abuse, neglect, vandalism, misuse (including faulty installation, repair or maintenance by other than manufacturer authorized service provider), unauthorized modification, extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, floods, fire, acts of God, war, terrorism or other external causes, including Force Majeure;
- b) Cosmetic damage to the LED product or parts whose serial number has been removed, altered, defaced or in any other way made illegible;
- c) LED product that has been moved, lost or stolen. Warranty plan covers equipment that is physically at customer location in its entirety;
- d) LED pixel replacement in equipment if less than 15% or more of pixels per unit are exhibiting limited or non operational LEDs.

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Limited LED Warranty Continued

3. Warranty

Warranty period is 36 month from date of purchase.

USES will use commercially reasonable efforts to perform services under this warranty in a professional manner.

TO THE EXTENT PERMITTED BY LAW, THE WARRANTY, REMEDIES AND CONDITIONS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, OR IMPLIED. As permitted by applicable law, USES specially disclaims any and all statutory or implied warranties or conditions related to or arising in any way out of this warranty agreement, including any implied warranty or condition of satisfactory quality, merchantability, or fitness for a particular purpose.

4. Limitation of Liability

4.1 USES and its employees and agents will under no circumstances be liable to Customer or any subsequent transferee for any indirect or consequential damages, including but not limited to any loss of business, profits, revenue or anticipated savings, resulting from USES obligations under this warranty agreement. To the maximum extent permitted by applicable law, the limit of USES and its employees and agents liability to Customer and any subsequent transferee arising under this terms and conditions shall not exceed the original price paid for products.

4.2. For consumers in jurisdictions who have the benefit of consumer protection laws or regulations, the benefits conferred by this warranty are in addition to all rights and remedies provided under such laws and regulations. To the extent that liability under such laws and regulations may be limited, USES liability is limited, at its sole option, to re-perform the warranty service or refund sums paid.

5. Miscellaneous

5.1. This warranty will be covered by the laws of the state of Georgia without the regard to its conflict of laws provisions.

5.2 All custom manufactured LED products are not returnable. No returns after 30 days of invoice date of standard LED products. Standard LED products must be in original cartons. Factory credit will be issued based on original invoiced price, less restocking fee, and less the original freight of the shipment. CUSTOMER must arrange for return of shipment to USES. If unable to arrange with a freight carrier, the freight expense of the return will be deducted from the credit as well. Credit will only be given for merchandise in saleable condition. Authorization will not be granted when the value of all items to be returned is less than \$100.



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