



**STATEMENT OF LIMITED WARRANTY
FOR ILLUMISOFT LIGHTING CANADA LTD.**

1/1/2018

Subject to the exclusions set forth below, Illumisoft Lighting Canada Ltd., ("Illumisoft") warrants its products to be free from defect in material and workmanship for a period of five (5) years from the date of shipment from Illumisoft's facilities.

This statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the normal range of climate controlled indoor environments. Illumisoft will not be responsible for any failure of the Product(s) that result from external causes such as: acts of nature; physical damage; exposure to adverse chemicals or other substances; use of reactive cleaning agents or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Illumisoft, improper or unauthorized use, installation, handling, storage, alteration, maintenance or service or any other occurrences beyond Illumisoft's reasonable control. Adequate records of operating history and maintenance must be kept by the end user and be provided to Illumisoft upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Illumisoft, at its option, will repair or replace the Product(s) with the same or functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement part(s). This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user. The repair or replacement of any Product(s) or component part 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 (30) days of discovery of the defect or failure to an authorized Illumisoft representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Illumisoft. Illumisoft is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Illumisoft but Illumisoft shall bear all cost and expense 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 ILLUMISOFT 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 ILLUMISOFT PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT THE EXPRESS WRITTEN AUTHORIZATION FROM ILLUMISOFT.

The total liability of Illumisoft 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, Illumisoft's performance or breach of this Warranty, or from Illumisoft's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed 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 ILLUMISOFT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION 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 EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Illumisoft 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 such modification or discontinuance.