

**Hangzhou LMenergysolution Lighting Company Ltd.,  
Luminaire Limited Warranty  
(5/7/2021)**

**Limited Warranty.** Hangzhou LMenergysolution Lighting Company, Ltd., is solely responsible for warranty of their manufactured products. Subject to the terms and conditions below, Hangzhou LMenergysolution Lighting Company, Ltd. through its agent, MPE Lighting Solutions, and its affiliates warrants to Qualified Purchaser (as defined below) of LMenergysolution linear LED luminaires (“LED Luminaires”) to include the LMK Series Luminaires, LMX Series Drivers (SY Series) and Luminaires (SL Series), LMW Vapor Tight fixtures, SLBH Slim Line High Bay fixtures and LMIC Bluetooth Dimming System components will be free from defect in materials and workmanship for period of seven (7) years from the date of purchase (the “Limited Warranty”). A “Qualified Purchaser” is any purchaser who (a) is the original end-user purchaser of the LED Luminaires; (b) purchases the LED Luminaires directly from MPE Lighting Solutions or from an authorized reseller who has purchased the LED Luminaires directly from MPE Lighting Solutions; and (c) who maintains the LED Luminaires at the location where originally installed. Notwithstanding the foregoing (a) MPE Lighting Solutions shall have no liability under this limited warranty unless MPE Lighting Solutions is given written notice of a defect in the LED Luminaire within thirty (30) days of discovery of such defect; and (b) MPE Lighting Solutions’ liability for all claims of any kind or for any losses or damages arising out of, or resulting from the use or inability to use an LED Luminaire(s) shall not exceed the purchase price of the LED Luminaire(s) or component(s) which give rise to the claim.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT AS TO TITLE) MADE OR OFFERED BY HANGZHOU LMENERGYSOLUTION LIGHTING COMPANY, LTD. or MPE LIGHTING SOLUTIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE LED LUMINAIRES SHALL BIND MPE LIGHTING SOLUTIONS.

**Exclusive Remedy.** If acting on behalf of Hangzhou LMenergysolution Lighting Company, Ltd., MPE Lighting Solutions, determines, in its reasonable discretion, that an LED Luminaire(s) covered by the Limited Warranty fails to comply with the Limited Warranty, then MPE Lighting Solutions, at its option, replace the LED Luminaire(s) or cause such repair or replacement with the same or a functionally equivalent LED Luminaire(s) or component part; provided, however, that the costs of labor and equipment to remove the defective LED Luminaire(s) and install a repaired or a replacement LED Luminaire(s) at the end-user facility are excluded. The foregoing remedy shall constitute the sole and exclusive remedy for the Qualified Purchaser and the sole liability of LMenergysolution and its agent, MPE Lighting Solutions, with regard to the Limited Warranty. MPE Lighting Solutions reserves the right to examine any LMenergysolution LED Luminaire(s) or component claimed to be defective in order to determine to MPE Lighting Solutions’ reasonable satisfaction that warranty coverage applies and/or to determine the cause of failure and patterns of usage.

**Warranty Exclusions.** The Limited Warranty shall be void should any defect, damage, or loss to the product be caused by: improper installation; improper or unauthorized installation, operation, maintenance, handling, or storage; repairs, alterations or modifications; misuse; abuse; abnormal operating or environmental conditions; corrosive atmospheres (e.g., chemicals, alkaline, acids or other chemical fumes); induced vibration; harmonic oscillation or resonances; accidents; fire; floods; acts of war or terrorism; animal or insect activity; or any acts of God or other force majeure events; the end user’s electrical system that supplies power to Hangzhou LMenergysolution Lighting Company, Ltd., Luminaire(s) and products does not meet Power Quality specifications as outlined in IEEE 1159 (Institute

of Electrical Engineers); exposure to electrical surges, power spikes (as evidenced by a burned power supply); improper power supply; failure to comply with normal and proper storage, use, maintenance, or environmental instructions, practices, procedures or codes; sabotage or intentional damage or vandalism; civil disturbances; use of LED Luminaire(s) with third party supplied products (e.g., controls), processes, or materials; and other occurrences beyond MPE Lighting Solutions' reasonable control.

THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR RATED FOR.

**To Make a Warranty Claim.** Submit the MPE Lighting Solutions Warranty Claim Form or contact your authorized MPE Lighting Solutions representative, as applicable. Upon request by MPE Lighting Solutions, a copy of the original invoice, other documents related to the purchase, and/or any records of operating history, maintenance, and/or testing must be provided by the claimant. Contact MPE Lighting Solutions at (888) 927-4533 or email [sales@ledstick.net](mailto:sales@ledstick.net).

**Limitation of Liability.** IN NO EVENT SHALL HANGZHOU LMENERGYSOLUTION LIGHTING COMPANY, LTD., OR MPE LIGHTING SOLUTIONS BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES WHATSOEVER, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE 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 GOODS OR SERVICES OR DOWNTIME COSTS, DAMAGED TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING LED LUMINAIRE WARRANTY OR OBLIGATIONS UNDER SUCH LED LUMINAIRE WARRANTY.

Some states do not allow the exclusion or limitation of consequential or incidental losses or damages; therefore, such limitations or exclusions may not apply to certain claimants.

Effective Date: May 7, 2021