

1. Lumenetix warrants that the products supplied will be free from defects in materials and workmanship and shall conform under normal use for a period of 2 years to Lumenetix's specifications for such products in effect at the time of shipment. A five year limited warranty may be granted provided that the customer's lighting fixtures utilizing Lumenetix products passes Lumenetix thermal testing.
2. If Lumenetix receives notification of possible defects or non-conformance to specifications during the warranty period, Lumenetix' entire liability and Buyer's sole remedy under this warranty is limited to the repair or replacement of items that Lumenetix has determined to be defective or, at Lumenetix's sole discretion, the refund of the purchase price that the Buyer has paid to Lumenetix.
3. This warranty shall not apply to any defect or failure resulting from improper installation, inadequate maintenance, Customer or third party software, interfaces or supplies, unauthorized modifications, improper use or operation outside of the specifications for the product in effect at the time of shipment, abuse, negligence, accident, improper site preparation or unauthorized maintenance or repair.
4. THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES. NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. LUMENETIX SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. This limited warranty extends only to the Buyer and not to indirect purchasers or users.
6. Buyer must notify Lumenetix in writing within 60 days of suspected breach of warranty. After receiving a Return Material Authorization from Lumenetix, Buyer shall return Products to Lumenetix, prepaying all shipping charges, insurance, duty and taxes. Lumenetix will return Products to the Buyer at Lumenetix's expense for all warranty claims that Lumenetix, in its sole discretion, determines to be valid.
7. The entire remedies of the Buyer for any breach of warranty are limited to those provided herein and exclude all other remedies, including without limitation, incidental or consequential damages.
8. LUMENETIX'S AGGREGATE LIABILITY IN DAMAGES SHALL IN NO EVENT EXCEED THE AGGREGATE AMOUNT OF PAYMENT FOR PRODUCTS RECEIVED BY LUMENETIX FROM THE BUYER. IN NO EVENT SHALL LUMENETIX BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWEVER CAUSED, OR ANY PUNITIVE, EXEMPLARY OR OTHER DAMAGES.