Lighting Science Group LED Lamps and Luminaires Limited Warranty

Lighting Science Group (LSG) warrants that its LED lamps and luminaires (the "Product(s)") will be free from defects in materials and workmanship from the date of manufacture for a period of 5 years or operation hours specified on the product, whichever comes first.

Products under this warranty include:

- Definity™
- Glimpse™
- Symetrie™
- Lighting Science™
- Definity Digital™

If a Product fails to operate during the warranty period as a result of defects in materials or workmanship, LSG will, at its option, replace it with the same or like Product at no charge or issue a credit to the purchaser which may be used for a future LSG product purchase. Credit is calculated as follows:

Credit ($) = Invoiced Purchase Price ($) x unexpired original Warranty Period (months)/60

To establish a claim under this Limited Warranty, LSG may require the return of the Product claimed to be defective to a facility designated by LSG. All costs of transportation of the Product and of any repaired or replacement Product to or from such facility shall be borne by Buyer. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer.

Repaired or replaced parts and products shall be covered under this Limited Warranty for the time period remaining under the original warranty or for a period of 90 days, whichever is longer.

Original Purchaser: This warranty is extended to the original purchaser only, with proof of purchase. However, in the event that valid warranty claims have been made to the original purchaser by its customers, LSG will honor those claims pursuant to the terms of its warranty as set forth herein.

Terms and Conditions: This Product warranty does not apply to failures caused by acts of God or as a result of any improper or incorrect use or installation of the lamp, or any abuse, misuse, abnormal use or stress, or violation of any applicable standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings. Nor shall LSG provide warranty coverage for any products for which it has not received payment in full.

Limitation of Liability: LSG IN NO WAY WILL BE RESPONSIBLE AT ANY TIME FOR LABOR COSTS, REMOVAL OR INSTALLATION COSTS, LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE. THE LIMITED WARRANTY EXPRESSLY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY LSG WITH RESPECT TO THE PRODUCTS. ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. UNDER NO CIRCUMSTANCES SHALL LSG'S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ASSURE UNINTERRUPTED OPERATIONS OF PRODUCTS; SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

To Make a Warranty Claim: Retain the failed product(s) and invoice(s), and notify your Lighting Science sales representative or agent in writing within thirty (30) days of the lamp's failure.

Applicable Law and Venue: This warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of Florida in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venued exclusively in the State or Federal courts located within the State of Florida (U.S.A.).

Other Warranties: No other terms, conditions or warranties with regard to the Product, expressed or implied, are authorized by LSG unless they are contained in a writing signed by a duly authorized officer of LSG.

Fixtures: This Limited Warranty does not cover LSG fixtures, which carry a separate Limited Warranty which differs from this one.