Statement of Limited Warranty and Limitation of Liability
For Shipments within The United States and Canada
Effective 6/1/2015

Subject to the exclusions set forth below, GlobaLux Lighting LLC. ("GlobaLux") warrants its commercial grade* light emitting diode (LED) fixtures, ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of five (5) years from the date of shipment from GlobaLux's facilities. GlobaLux warrants its Residential grade light emitting diode (LED) fixtures, ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of three (3) years from the date of shipment from GlobaLux's facilities. GlobaLux warrants its Commercial grade* Fluorescent fixtures, ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of five (5) years from the date of shipment from GlobaLux's facilities. GlobaLux warrants its Residential grade Fluorescent fixtures, ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of two (2) years from the date of shipment from GlobaLux's facilities. * Commercial grade Fixtures may be designated by "MV or MVD" identifier in Model Number.

Ballasts, Drivers, lamps, LED Arrays/Modules, emergency batteries and poles are excluded from the General Warranty. Manufacturers of ballasts, drivers, lamps, LED Arrays/Modules, emergency batteries and poles incorporated into the Product(s) are solely responsible for their individual components/products in accordance with their warranty policies.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. GlobaLux will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by GlobaLux; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of GlobaLux; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other Occurrences beyond GlobaLux's reasonable control. GlobaLux also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to GlobaLux upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of GlobaLux supplied Product(s) caused by a third party supplied component.

Initial 90 day Warranty Period if the Product(s) fail to comply with the terms of this Warranty, GlobaLux, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by 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 installation or (90) days of shipment, whichever comes first to an authorized GlobaLux post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by GlobaLux, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return merchandise number" which can be obtained only from an authorized GlobaLux post-sales or customer service representative. GlobaLux is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to GlobaLux, but GlobaLux shall bear return shipping cost 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 GLOBALUX 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 GLOBALUX PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM GLOBALUX.

The total liability of GlobaLux 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, GlobaLux's performance or breach of this Warranty, or from GlobaLux'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 GLOBALUX LIGHTING LLC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, 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.)