



STATEMENT OF LIMITED WARRANTY

Subject to the exclusions, terms and conditions as set forth below, Lumingen Technologies Ltd. (the “Manufacturer”) warrants its LED lighting products (the “Product(s)”) to be free from defects in materials and workmanship for a warranty period categorized by product class listed below from the date of original purchase from Lumingen (the “Warranty”).

C O V E R A G E

LED fixture will be deemed to be defective only if 10% or more of the individual diodes fail to illuminate. This statement of Limited Warranty applies only when the Products are installed in applications in which ambient temperatures are within the range of operating temperatures as specified on product packaging/specifications or in accompanying written documentation and are operated within the range of electrical values specified for the unit product packaging/specifications or in accompanying written documentation.

This Limited Warranty extends only to the Product as delivered to, and is for the sole and exclusive benefit of, the original end user (the “User”) at the original location, and may not be assigned or transferred by the original end user.

Adequate records of operating history, maintenance, and/or testing must be kept and supplied to the Manufacturer upon request to substantiate that the Products have failed to comply with the terms of this Limited Warranty.

If the Products are used on existing foundations, anchorages or structures, the User is solely responsible for the structural integrity of such foundations, anchorages or structures and all consequences arising from their use.

WARRANTY CLASS

<u>PRODUCT GROUP</u>	<u>WARRANTY PERIOD*</u>
Helos Series	5 Years
Helos-Plus Series	5 Years
LED Panel/Recessed/Linear	5 Years
LED Lamps less than 30 watt	3 Years

*Warranty period specified as ambient temp is $\leq 45^{\circ}\text{C}$

E X C L U S I O N S

The Manufacturer will not be responsible under this Limited Warranty for any failure of any of the Products that results from acts of nature; physical damage; exposure to adverse or hazardous chemicals or other substances; use of reactive chemicals to clean the Products; environmental conditions; vandalism; fire; power failure; improper power supply; excessive power surges or dips, or excessive switching (Voltage input must stay within specified parameters); excessive induced vibration outside of the range of normal plant equipment; animal or insect activity; fault or negligence of purchaser; any end user of the Products not authorized by the Manufacturer; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications, certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of the Manufacturer; use of the Products with any products, processes or materials supplied by a third party supplier not authorized by the Manufacturer (misuse or abused usage), or any other occurrences beyond the Manufacturer’s reasonable control.

Lumingen will not be responsible for any substantial deterioration in the finish of the Products caused by failure to properly clean inspect or maintain the Products. If the Products are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such foundations, anchorages or structures and all consequences arising from their use.



The Products are not warranted against modifications required to adapt to building site conditions or faulty building construction or design.

This limited warranty is void if the Product is not used for the purpose for which it is designed.

The Manufacturer will not be responsible for any non-approved components to be added to, removed from or affixed to the Product without written consent from Lumingen.

This limited warranty is void if the protection label has been removed or the light engine of the Product has been opened.

This Limited Warranty does not cover any shipping expenses, any equipment and labor expenses required to remove, repair and replace the Products.

TERMS & CONDITION:

The Manufacturer shall have no liability under this Warranty and the Warranty shall not apply in the event of User not completing claims procedures as set forth hereunder and not returning the warranty registration form with an assigned RMA number.

This warranty shall not apply in the event of User not meeting the warranty claims as set forth hereunder in this Warranty.

The Products are not warranted against modifications required to adapt to building site conditions or faulty building construction or design. The Manufacturer is not responsible for costs resulting from installation of third party components, or failure of third party components, or failure of the Products resulting from faulty third party components. If any of the Products fails to comply with the terms of this Limited Warranty, the Manufacturer retains the option to repair or replace it with the same or a functionally equivalent Products, in the sole and absolute discretion of the Manufacturer.

The determination of whether the Product is defective shall be made by the Manufacturer in its sole discretion with consideration given to the overall performance of the Product.

The Manufacturer reserves the right to examine all returned Products, their specific installation location, and patterns of usage to determine the cause of failure and to make the final decision on the validity of any warrantee claim.

WARRANTY CLAIMS

The repair or replacement of the original Product is the sole and exclusive remedy for the failure of the Products to meet the terms of this Limited Warranty, and does not extend the term of the warranty. To make a claim, the failure of the Products must be reported in writing within thirty (30) days after discovery to Lumingen, or an authorized representative. Please retain the failed product for inspection. A copy of your original invoice will be required. An intact of protect sticker is required.

WAYS TO CLAIM

If, at the determination of the Manufacturer, the Product is deemed defective, the Manufacturer shall, at its own discretion, elect repair or replacement to satisfy the warranty. The Product warranty period shall continue as of the date of the original purchase.

Repair	In the event of repair, the Manufacturer shall reserve the right to use new or refurbished parts.
Replacement	The Manufacturer reserves the right to replace with non-identical Products that are of equivalent specifications.

CLAIMS PROCEDURES

Upon receiving your **claim form**, the Manufacturer will assign the User a **RMA** number and require the User to promptly return the Product to the Manufacturer, or its authorized service provider, with freight prepaid by the User. Any warranty claim will not be processed without a RMA number assigned to the warranty registration. User's warranty claim should be addressed to:
Lumingen Technologies Ltd. 155-19358 96 AVE., Surrey, BC, V4N 4C1, Canada
User can request claim form by sending email to info@lumingen.com

LIMITATION OF LIABILITY



The statement of warranty will be considered to be the limit of the responsibility of Lumingen, its directors or officers, or any agents acting for the Manufacturer. Beyond the limits described in this document, Lumingen assumes no liability for any direct or indirect loss resulting from the use, or the inability to use these products, or from the maintenance of such, and no information regarding these possible losses will, in any way, change this liability. The extent of the liability of Lumingen, its officers and agents shall not, in any circumstance, exceed the products' initial cost

THE WARRANTY EXPRESSLY SET OUT IN THIS LIMITED WARRANTY IS IN LIEU OF, AND LUMINGEN EXPRESSLY WAIVES AND DISCLAIMS, ALL OTHER CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE IN RESPECT OF QUALITY, CONDUCT, PERFORMANCE, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL BE GOVERNED BY, AND SUBJECT TO THE LAWS OF BRITISH COLUMBIA, CANADA