



## OptoElectronix, Inc. Limited Warranty

OptoElectronix (the Seller) warrants to Buyer that (a) the Products shall be free from defects in material and workmanship for a period of 35,000 hours of actual use or five years, which ever comes first, from the date of purchase either directly from the Seller or Seller's authorized Distributor.

Products of OptoElectronix covered under this Limited Warranty are Universal Light Engines (ULE), which are single modules consisting of the following elements: An LED, a thermal network, an optical system, and an electronic driving system for the LED. No other products of the Seller are covered by this warranty.

OptoElectronix additionally warrants that the luminous output of the ULE will, within the warranty period, not degrade below 70% of its value at the time of purchase.

Buyer's exclusive remedy and Seller's sole liability for any breach of the foregoing warranty shall be for Seller, at Buyer's request within the warranty period by written notice specifying the defect, and at Seller's sole option, to repair or replace the defective Product or refund any amounts paid for the defective Product. In order to receive the warranty service, Buyer must return the defective Product within 30 days of notification from Buyer hereunder, freight prepaid. Title to such Product and risk of loss or damage with respect to such Product shall remain with Buyer unless and until Seller confirms the defect is not repairable, at which point Seller shall, at its option, deliver replacements for such defective Product or refund any amounts paid for such defective Product, and shall obtain title to the defective Product. These remedies are available only if Seller's examination discloses to Seller's satisfaction that such defects actually exist and were not caused by Buyer's misuse, abuse, unauthorized modifications or disassembly, neglect, improper installation or testing, attempts to repair, or by accident, fire, third party materials or other hazard. Repair or replacement of a part does not extend the warranty period beyond the initial warranty period which commences with the date of purchase.

### EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to ULE products manufactured by OptoElectronix that can be identified by the OptoElectronix trade mark, trade name, or logo affixed to them. Seller is not responsible for damage arising from failure to follow instructions relating to the product's use as described in the product data sheet.

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (b) to damage caused by operating the product outside the permitted or intended uses described by Seller; (c) to a product that has been modified to significantly alter functionality or capability; (d) if any OptoElectronix serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, OPTOELECTRONIX SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SELLER CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR



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