

SimpleLumen Warranty

SIMPLELUMEN LIMITED EXPRESS WRITTEN WARRANTY

SIMPLELUMEN (“SIMPLELUMEN” or the “Company”) is pleased to extend this Limited Express Written Warranty (“Warranty”). This Warranty is applicable only to SIMPLELUMEN, branded lighting products purchased from the Company or an authorized distributor of the Company (“Products”). SIMPLELUMEN warrants each Product to be free from defects in workmanship and materials and to operate from the date of invoice for the time periods and subject to the Terms and Conditions specified below. If a Product fails because of a defect due to workmanship and/or material during the specified warranty period, SIMPLELUMEN will repair or replace the Product or defective part in accordance with the Terms and Conditions set forth below (labor is not included).

TERMS AND CONDITIONS

This Warranty applies only to Products manufactured by SIMPLELUMEN that have been properly wired and installed; that have been operated within electric values contained within the SIMPLELUMEN product specifications; and in environmental conditions (temperature, humidity, air movement) within the normal specified operating range as noted in the specifications. This Warranty only applies when Products operate in the following recommended conditions:

- Warranty period covers FIVE (5) years from the date of purchase.
- Do not exceed the Tc point or case temperature specified in the product specifications.
- Operate at rated Voltage or Current specified. Do not exceed the published ambient operating temperature for the Product.
- Never exceeds the IP rating of the Product, if any, is provided. Products are not subject to more than a total of 50,000 life hours.
- The electrical installation in which the Product operates is not subject to voltage fluctuations in a range exceeding +/-10% of the specified voltage of the product.
- Dimming applicable to instructions on packaging or lamp markings.

This SIMPLELUMEN Warranty is non-transferrable and applies only to the original customer of the SIMPLELUMEN Product. This Warranty shall be void in the event of any repairs or alternations, not duly authorized by SIMPLELUMEN in writing, are made to the Products by any person. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Warranty under any circumstances.

EXCLUSIONS

The Limited Express Written Warranty is NOT applicable to Products damaged due to:

- Abnormal use, abuse and accident
- Disassembly of the Product
- Alteration of the Product and/or replacement of the components by an entity not duly authorized by SIMPLELUMEN
- Wiring and usage in violation of any applicable standard or code including those contained within the Standards for Safety of Underwriters Laboratory, Inc. (UL); Standards for DesignLights Consortium (DLC); or Standards for Electrical Testing Laboratories (ETL) and any other applicable electrical code

- Under/over voltage/current situations; power surges or failures; improper power supply; fault or negligence of the user; improper or unauthorized use
- Error in installation and/or improper handling or storage; Corrosion beyond that stated within the specifications
- Acts of God; fire; vandalism; civil disturbance

SIMPLELUMEN reserves the right to examine failed Products to determine the cause of the failure and patterns of usage and reserves the right to be the sole judge as to whether any of these components are defective and covered under this Warranty.

WARRANTY CLAIM PROCESS

In order to receive the benefits of this Warranty, customers must provide the following information within thirty (30) days of failure:

- Proof of purchase and date of purchase
- Date of failure
- Detailed explanation of issue
- Contact person name, phone number and email address

The customer may submit a warranty claim one of two ways:

- 1) By calling SIMPLELUMEN Customer Service at 1 778-308-3996
- 2) By sending an email to the SIMPLELUMEN Customer Service department at info@simplelumen.com.

SIMPLELUMEN will review the claim. If requested by SIMPLELUMEN, the user shall promptly return the Product at the user's sole expense after receiving instructions regarding when and where to ship the Product. Failure to follow this procedure will void the Warranty. If SIMPLELUMEN determines that the cause of the problem was due to a defect in the material and/or workmanship, SIMPLELUMEN, at its discretion, will either repair the damaged Product or replace it at no charge to the customer. If requested by SIMPLELUMEN, the non-conforming or defective Products shall become SIMPLELUMEN's property as soon as they have been replaced. Adequate records of operating history shall be available for inspection by SIMPLELUMEN.

LIMITATIONS OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE CUSTOMER AND THE SOLE LIABILITY OF SIMPLELUMEN. SIMPLELUMEN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANT ABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. THIS WARRANTY IS EXCLUSIVE OF ALL OTHER WRITTEN OR ORAL WARRANTIES AND NO OTHER WARRANTIES OF ANY KIND ARE GIVEN AND ARE EXPRESSLY DISCLAIMED.

UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, WILL SIMPLELUMEN BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE OR DAMAGE TO PROPERTY, EQUIPMENT OR LOSS OF CAPITAL; COST OF SUBSTITUTE PRODUCT, FACILITIES OR SERVICES; OR DOWNTIME COSTS. TO THE FULLEST EXTENT

PERMITTED BY LAW, SIMPLELUMEN'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND OR FOR ANY LOSS OR DAMAGE ARISING OUT OF USE OF AN SIMPLELUMEN PRODUCT, SHALL NOT EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCT WHICH GIVES RIGHT TO THE CLAIM. Final disposition of any warranty claim will be determined solely by SIMPLELUMEN.