



## LIMITED FACTORY WARRANTY

Lopolight manufactures lighting products that are marketed and supported world wide via the Lopolight distributor and dealer network.

Each and every Lopolight distributor is committed to service and support the products in accordance with the market's needs and requirements; however the warranty process is handled centrally from Lopolight ApS in Denmark.

### 1. LOPOLIGHT FACTORY WARRANTY

This warranty is granted to the Buyer who purchased the product from Lopolight, the Lopolight distributor and dealer network.

Lopolight warrants this product and accessories to be free of defects in material and workmanship for a period of 5 years from the date of invoice of Lopolight's sale of the product to the Buyer, and that the product has been manufactured in accordance with the specifications, has been carefully manufactured and tested or inspected and has left Lopolight in good operating condition.

In the event of a defect, Lopolight will, at its discretion, repair or replace the product with no charge to the Buyer for parts and labour or reimburse the Buyer's purchase price. Replacement may involve the use of functionally equivalent reconditioned units.

The repaired or replaced product will be warranted for 1 year from the date of repair, or for the balance of the original warranty period, whichever is longer.

### 2. BUYER'S ENTIRE REMEDY

Buyer's exclusive remedy for non-conforming or defective products shall as set forth in this Limited Warranty be limited to – at Lopolight's discretion (1) the repair or replacement of any defective part of the product or accessories which are covered by this warranty or (2) reimbursement of Buyer's purchase price. All other remedies, liabilities or implied warranties shall explicitly be excluded.

### 3. BUYER'S DUTIES

To obtain warranty service, Buyer or the end-user must, before expiration of the warranty period:

- 1) Submit a written warranty claim, which shall include all relevant information, serial number and including description of the nature of defect, a photo of the defective unit, and return address, to Lopolight ApS, Denmark. Please use the attached warranty claim form. The warranty claim form can be found on [www.lopolight.com](http://www.lopolight.com)
- 2) Upon request from Lopolight ApS, return the product or accessories. All freight and forwarding costs from Buyer/end-user to Lopolight must be paid by Buyer/end-user.
- 3) Lopolight pays standard freight costs from Lopolight to Buyer/end user original address at the time of purchase after warranty repair. Lopolight reserves the right to claim a fee for additional freight costs.

Lopolight will not be responsible for losses or damages to the product incurred while the product is in transit or are being shipped for repair.

#### 4. LIMITATION OF IMPLIED WARRANTIES

Except as set forth in item 1 above, all other expressed or implied warranties, including those of fitness for any particular purpose and merchantability, are hereby disclaimed.

#### 5. EXCLUSIONS

This warranty does not cover the following:

Installation;

- o Normal wear and tear;
- o Costs related to the original installation or subsequent dismantling and removal of the product and renewed installation;
- o Shipment of the equipment or travel expenses;
- o If the serial number label is missing or damaged;
- o Any damage due to shipping;
- o Defects directly or indirectly resulting from:
  - o Improper installation;
  - o Use outside the specification limits;
  - o Misuse, negligence, tampering, improper use or accidents;
  - o Damages caused by lightning, overload or short circuit;
  - o Damage caused by cleaning with alcohol or sealing with substances containing alcohol.

#### 6. EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES

Absent gross negligence or wilful misconduct, Lopolight shall not be liable to Buyer or any other person for any incidental, special, indirect, or consequential damages whatsoever, including but not limited to lost profits, damages resulting from delay or loss of use, loss or damages arising out of the use or inability to use this product, or breach of this warranty even though caused by negligence or other fault. In no event will Lopolight be responsible for such damages, even if Lopolight has been advised of the possibility of such damages.

#### 7. MERGER

This written warranty is the complete, final, and exclusive agreement between Lopolight and the Buyer with respect to the quality of performance of all the goods and any and all warranties and representations. This warranty sets forth all of Lopolight's responsibilities regarding this product. This warranty gives you specific legal rights and you may also have other rights, which may vary from country to country.

Lopolight assumes no liability for any criminal/civil penalties resulting from illegal use of the product.

Dated 13<sup>th</sup> January 2010  
Hoersholm, Denmark