

Filamento Limited Warranty

May 17th, 2017

1. Limited Warranty ("Warranty"). Subject to the exclusions set forth below, Filamento Lighting ("Filamento") warrants its commercial light emitting diode (LED) fixtures, including the LED arrays, the LED drivers, and integral control devices ("Product(s)") to be free from defect in material and workmanship for its rated warranty life ("Warranty Period") as specified in the Product brochure, beginning from the date of shipment of such Products to the original purchaser or original end user, as specified in Filamento's shipment documents for each Product(s). The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual LED's in the Product(s) fail to illuminate. Filamento warrants to the original end user the fixture finish for the Warranty Period from the date of shipment. At its sole option, Filamento will repair or replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the Warranty period. During the Warranty Period some staining, chalking or fading may occur. This is normal aging of the finish and is not a manufacturing defect, therefore it is not covered by 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.

2. Exclusions. This 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 Product specification. Filamento 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 Filamento, 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, use of Product(s) with products, processes or materials supplied by any end user or third parties, or any other occurrences beyond Filamento's reasonable control. In addition, Filamento 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 Filamento upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. 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 Filamento supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. This Warranty is not applicable to any product(s) which are not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), or the standards for the American National Standards Institute (ANSI), and with the Filamento instructions and guidelines for the Product.

3. Remedy. If the Product(s) fail to comply with the terms of this Warranty, Filamento, at its sole option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). Specifically, Filamento will, repair the Product, replace with a similar or like Product, or issue a credit to the Purchaser which may be used for a future Filamento product purchase. (The amount of such credit shall be calculated by Filamento at its sole discretion, and may include factors such as Product's remaining Warranty Period). 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, issuing of future purchase credit 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 discovery of the defect or failure to an authorized Filamento 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 Filamento, but no Product(s) or component parts will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Filamento post-sales or customer service representative. Filamento is not responsible for any costs and expenses incurred in the connection with shipment of Product(s) to Filamento, but Filamento shall bear all cost and expense incurred in connection with shipment of replacement Product(s) or components to the Purchaser.

4. Limitation of Liability. The total liability of Filamento 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 Filamento's performance or breach of this Warranty, or from Filamento's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any service, 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 FILAMENTO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY 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, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

5. No Other Warranties. THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND FILAMENTO 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 FILAMENTO PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM FILAMENTO.

6. Right To Modify Or Discontinue Warranty. Filamento reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect any Product(s)