



Luminus Devices, Inc. ("LDI") warrants that the specified light emitting diode packages ("Product") sold by LDI shall be free from defects in material and workmanship and will materially conform to the applicable LDI published specifications for such Product ("Product Quality Standards") for five (5) years from the date of shipment of the Product to the entity that first installs the Product in a downstream device. This limited warranty set forth herein shall pass through to indirect customers up to and including the entity that first installs the Product in a downstream device.

The limited warranty set forth herein shall only apply to Product that is installed, wired, used, and operated in accordance with LDI's directions and specifications and the limited warranty set forth herein shall not apply to Product: altered by or for Customer; subjected to abnormal use and/or stress; misused; damaged by abuse, accident, misuse, neglect, alteration, power fluctuations, improper power supply, power surges or dips, induced vibrations, environmental contaminants, repair, disaster, mishandling, transit, acts of God, or improper installation, maintenance, alteration, assembly, unauthorized service, or testing; caused to fail by any product or component not supplied by LDI; operated or used outside of the applicable specifications; failure to follow prescribed operating, maintenance, installation, assembling, handling or environmental instructions; any cause external to the Product or beyond the range of normal use of the Product (including, without limitation, power fluctuations and electrical overdrive); purchased under an order designating the Product as non-returnable, excess inventory, prototype, and/or similar designation; and/or provided to Customer as a sample.

If during the warranty term Customer discovers that a Product fails to materially conform to the applicable Product Quality Standards, then Customer shall follow LDI's Return Policy then in effect and which is available on LDI's website at www.luminus.com.

If Customer follows LDI's Return Policy and upon examination of the alleged nonconforming product LDI determines in its sole and absolute discretion that a Product fails or failed to meet the applicable Product Quality Standards during the limited warranty term (a "nonconforming product"), Customer's sole and exclusive remedy shall be for LDI to provide a replacement Product which is the same, comparable, functionally equivalent, and/or better than the nonconforming product or to refund the price paid for the nonconforming product (less depreciation). The provision of a replacement Product shall not extend the warranty period.

THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY GIVEN BY LDI WITH RESPECT TO THE PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. CUSTOMER'S EXCLUSIVE REMEDIES, AND LDI'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN THE PRODUCT SHALL BE THOSE REMEDIES EXPRESSLY SET FORTH HEREIN.

AN ESSENTIAL PURPOSE OF THE LIMITED WARRANTY SET FORTH HEREIN IS THE ALLOCATION OF RISK BETWEEN LDI AND CUSTOMER, WHICH ALLOCATION OF RISK IS REFLECTED IN THE PURCHASE PRICE FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL LDI'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE AND USE OF THE PRODUCT, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL LDI BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT LDI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL LDI'S BE RESPONSIBLE OR LIABLE FOR LABOR AND/OR OTHER CHARGES REQUIRED TO REMOVE NONCONFORMING PRODUCT AND/OR REINSTALL REPLACEMENT PRODUCT.

LDI'S OBLIGATION TO HONOR THE LIMITED WARRANTY SET FORTH HEREIN, IS CONTINGENT UPON LDI'S RECEIPT OF PAYMENT IN FULL FOR THE PRODUCT ENTITLED TO THE WARRANTY.

CUSTOMER SHALL NOT RELY ON ANY REPRESENTATION AND/OR WARRANTY WITH RESPECT TO THE PRODUCT THAT IS NOT EXPRESSLY SET FORTH HEREIN OR REFERRED TO IN THIS LIMITED WARRANTY.

If any provision or application of the limited warranty set forth herein is limited, invalid, and/or unenforceable, the remainder of the limited warranty set forth herein shall be applicable and enforceable to the fullest extent allowed by applicable law.

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