



LIMITED WARRANTY FOR LED PRODUCTS

Subject to the exclusions set forth herein, OPUS Innovation LLC Inc. warrants its commercial indoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers installed by OPUS Innovation LLC within the fixtures and integral control devices ("Product(s)") to be free from defect in material and workmanship (the "Limited Warranty") for a period of five (5) years from the date of shipment from OPUS Innovation LLC's facilities. 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 light emitting diodes in the Product(s) fail to illuminate. Exceptions apply as stated on product specification sheet.

In addition to all other conditions set forth herein, this Limited Warranty only applies to Products that meet all of the following conditions: (a) the Product was purchased by a contractor on behalf of the end-user or by the end-user from an authorized OPUS Innovation LLC distributor who purchased the product directly from OPUS Innovation LLC and from no other source; (b) if the Product has been installed, the entire installation was performed by a licensed electrician or under the supervision of a licensed electrician and the product was in its original, unopened and new condition at the time of installation. This Limited Warranty applies to the Products, including the LED electronics and components, only if properly installed. This Limited Warranty does not extend to any Products that have been subjected to improper installation or operation, alterations, power surges or overheating due to external conditions.

Ballasts, lamps, and emergency batteries are excluded from this Limited Warranty. OPUS Innovation LLC manufacturers of ballasts, lamps, and emergency batteries incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized OPUS Innovation LLC post-sales or customer service representative.

This Limited Warranty will extend to Products where any of the following occur during the 5 year warranty period: (a) LED Light Output drops below 70% of the initial output; (b) LED color temperature shifts more than 400K in CCT; (c) LED driver fails to operate within OPUS Innovation LLC's specifications; (d) fixture finish exhibits cracking, peeling, excessive fading or corrosion (excluding natural aluminum or brass products).

This Limited 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 correct electrical values as shown on the LED driver Label. OPUS Innovation LLC will not be responsible under this Limited 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; damages caused in transit; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by OPUS Innovation LLC; 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, code recommendations, product specification sheets, or instructions of OPUS Innovation LLC; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond OPUS Innovation LLC's reasonable control. OPUS Innovation LLC also will not be responsible under this Limited 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 OPUS Innovation LLC upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited 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. 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 OPUS Innovation LLC supplied Product(s) caused by a third party supplied component.



All decisions regarding the existence or non-existence of defects or otherwise affecting the Limited Warranty shall be made by OPUS Innovation LLC and shall be final and binding on all parties. Where a defective Product is replaced under this Limited Warranty, the remaining balance of the original warranty period shall remain effective. This Limited Warranty excludes labor allowances unless authorized by OPUS Innovation LLC in writing in its sole discretion.

Claims for defective components must be made in writing directly to OPUS Innovation LLC within ten (10) business days of failure. Absent such timely notice of claim, this Limited Warranty shall be void and of no effect.

If the Product(s) fail to comply with the terms of this Limited Warranty, OPUS Innovation LLC, at its sole option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Limited Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Limited 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 Limited Warranty may not be transferred or assigned by the original end user. The repair 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 Limited Warranty and does not extend the Limited Warranty period. Limited Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized OPUS Innovation LLC post-sales or customer service representative. Product(s) or component part(s) may be required to be returned, freight prepaid, for inspection and verification of non-conformance by OPUS Innovation LLC, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized OPUS Innovation LLC post-sales or customer service representative. OPUS Innovation LLC is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to OPUS Innovation LLC, but OPUS Innovation LLC shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING LIMITED WARRANTY TERMS ARE OPUS INNOVATION LLC'S SOLE AND EXCLUSIVE WARRANTY AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND OPUS INNOVATION LLC 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 OPUS INNOVATION LLC PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM OPUS INNOVATION LLC. In addition to the foregoing, OPUS INNOVATION LLC DISCLAIMS ALL WARRANTIES WITH RESPECT TO ALL OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION PRODUCTS THAT HAVE BEEN PURCHASED FROM ANY PERSON OR ENTITY OTHER THAN AN AUTHORIZED OPUS INNOVATION LLC DISTRIBUTOR, OR INSTALLED BY ANY PERSON OR ENTITY OTHER THAN A LICENSED ELECTRICIAN OR UNDER THE SUPERVISION OF A LICENSED ELECTRICIAN, AND ALL PRODUCTS THAT ARE USED OR ARE OTHERWISE NOT IN THEIR ORIGINAL OPUS INNOVATION LLC PACKAGING AT THE TIME OF INSTALLATION.

The total liability of OPUS Innovation LLC 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, OPUS Innovation LLC's performance or breach of this Limited Warranty, or from OPUS Innovation LLC's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, 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.

LIMITATION OF LIABILITY

IN NO EVENT SHALL OPUS INNOVATION LLC 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, LIMITED 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 USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY.

OPUS Innovation LLC reserves the right to modify or discontinue this Limited Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.