

LUXX Light + Retail Technology

LUXX Light + Retail Technology (USA) Inc. Limited Warranty Terms

WARRANTY and LIMITATION OF DAMAGES: Seller's products are warranted as follows from the date of shipment to be free from defects in material and workmanship under normal use and service and when properly installed by certified electricians, maintained, in accordance with Seller's written instructions and recommendations. Term of warranty by products are as follows:

Light Guide Panels	3 years	Finished Products (like Light Box)	3 years
Linear Lighting, Retail Lighting	3 years	eShelf LCD Displays	1 year
Power Supplies	Depending on the selected quality level		2 to 5 years
Controls	2 years	Special Accessories	2 years

A warranty extension to a total warranty up to 5 years from the date of shipment may be purchases within 90 days from the date of shipment. Any warranty extension is subject to a separate warranty extension contract and will be charged accordingly.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE NOTWITHSTANDING THAT SELLER MAY HAVE CONSULTED WITH BUYER CONCERNING DESIGN, AND SHALL NOT BE ENLARGED BY REPRESENTATIONS, DESCRIPTIONS, COURSE OF DEALING, TRADE USAGE, RENDERING OF TECHNICAL ADVICE, SERVICE, SAMPLES, MODELS OR OVERUSE.

Seller shall not be liable for indirect, special, incidental or consequential losses, damages or expenses, including without limitation, loss of profits or revenue, loss of use of the product, cost of substitute product or claims of Buyer's customers for such damages, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause relating thereto, and Seller's liability hereunder in any case is expressly limited to repair or replacement (in the form originally shipped) of goods not complying with this agreement whether such goods are for breach of warranty or negligence. This warranty shall not apply to any Seller product which shall have been: (a) altered other than by Seller or a third party authorized in writing by Seller; (b) subjected to physical abuse or misuse; (c) used or installed in any manner inconsistent with the applicable Seller general instructions for installation; (d) subject to environmental contamination; (e) use of power adapters not tested and recommended by the manufacturer; (f) high voltage surges; (g) electrostatic discharges; (h) operation outside the product's specifications; (i) failure to follow product instructions; or (j) any breach of 3rd party product component warranty. This warranty extends only to Buyer and not to Buyer's customers or to users of Buyer's products.

Customer acknowledges that the obligations of the aforesaid warranty will be limited as per the following conditions:

(a) If a product or accessory which is the subject of this order is found to be defective during the warranty period, at the discretion of Seller, repair, or replacement of said products will be made. Replacement parts may be sent to be installed by the purchaser. Replacement products and parts are warranted for the remaining portion of the original warranty period or ninety (90) days, whichever is greater. Replacement products and parts may be new, reconditioned, refurbished, or otherwise factory remanufactured. Alternatively, at Seller's election, Seller may credit Buyer with an amount not to exceed the purchase price of such defective goods.

(b) No product or accessory shall be returned to Seller prior to notification of the alleged defect and authorization by Seller to return the product or accessory. All repairs or replacements are made subject to factory inspection of returned products.

Seller and Buyer agree that the liability of Seller is limited under the aforesaid warranty to the repairing, adjusting, and servicing, free of charge at Seller's facility, of any product or accessory, which is returned prepaid to Seller, and which Seller's examination discloses to have been defective. Buyer is responsible for transportation charges involving the shipment of materials for warranty repairs.

THIS STATES "LUXX (USA) Inc." ENTIRE LIABILITY WITH RESPECT TO THE SALE OF ITS PRODUCTS PURSUANT TO THIS SALES CONFIRMATION. SEE INDIVIDUAL PRODUCT WARRANTIES FOR ANY ADDITIONAL CONDITIONS.

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