



SIGMA LUMINOUS Limited 5 Year Warranty

This limited warranty applies to any Sigma Luminous branded LED Lighting fixtures or electrical controls (“Product”) that has a five (5) year limited warranty designation in its product specification sheet (“Spec Sheet”) published by Sigma Luminous, LLC. The warranty is provided by Sigma Luminous LLC (“Seller”) on the invoice for the original purchase of the warranted Product to the original purchaser of the warranted Product identified on such Seller’s invoice (“Purchaser”). A Purchaser who is an authorized distributor of Seller may transfer (directly or indirectly through a contractor) its rights under this limited warranty to the original end-user purchaser of the Product provided that such Product is resold by such distributor in new condition and in its original packaging. The limited warranty may not be transferred by the original end-user purchaser except in connection with the sale of the installation site in which the Product was originally installed. Except as expressly provided above or as may be approved in writing by Seller, this limited warranty is non-transferrable.

Seller warrants that such Products will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase by the Purchaser. Notwithstanding the foregoing, for a Product originally purchased by an authorized distributor of Seller and sold to an end-user customer, the warranty period indicated above will commence on the date of purchase by the original end-user customer.

The determination of whether any Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product as compared to the expected performance per the applicable Spec Sheet, provided that a Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable LED components is less than 10% of the total number of LED components in the Product. This limited warranty does not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to a casualty event or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations (including without limitation, excessive salt water in coastal locations); induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operation, maintenance, or environmental requirements set forth in Seller’s applicable Spec Sheet or installation instructions or in applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. If Seller determines that the Product is defective, the sole obligation of Seller, and the sole remedy of Purchaser and/or anyone claiming through the Purchaser, is, at Seller’s option, to repair the Product so as to make it non-defective, provide a replacement Product, or refund the original purchase price paid by the Purchaser for the defective Product upon return thereof. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF THE PRODUCT IS UNINSTALLED FROM THE ORIGINAL INSTALLATION SITE AND MOVED TO A NEW INSTALLATION SITE.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, the claiming party must notify Seller in writing within SIXTY (60) DAYS after discovery of the defect, provide proof of purchase such as the invoice, and comply with Seller’s other warranty requirements. All warranty claims should be addressed to Seller at: 36800 Plymouth Road, Livonia, MI 48150, USA, or sent via email to sales@sigmaluminous.com. Seller may require the Product to be returned to Seller or its authorized service provider, freight prepaid. DO NOT RETURN PRODUCTS TO SELLER WITHOUT FIRST OBTAINING A RETURN MERCHANDISE AUTHORIZATION (“RMA”) NUMBER. PRODUCTS SENT TO SELLER WITHOUT PROPER



RETURN AUTHORIZATION AND ACCOMPANYING RMA NUMBER WILL BE RETURNED TO PURCHASER AT PURCHASER'S SOLE EXPENSE.

This five (5) year limited warranty only applies to Products expressly identified as having a five (5) year limited warranty on the applicable Product Spec Sheet available on Seller's website at: <http://sigmaluminous.com/> . Notwithstanding anything to the contrary, Sigma Luminous LLC makes no warranty with respect to any non-Sigma Luminous products manufactured by a third party and supplied by Sigma Luminous, LLC.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES ARISING FROM THE PURCHASE, RESALE, USE OR DISPOSAL OF ANY PRODUCT, WHETHER THE CLAIM ARISES UNDER TORT LAW, STRICT LIABILITY, PRINCIPLES OF EQUITY, OR CONTRACT. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE PURCHASE PRICE OF THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: April 2, 2019