



OmniMax LIMITED PRODUCT WARRANTY

Notwithstanding any other inconsistent warranty, Evluma warrants a ten (10) year Warranty Period on all OmniMax products (“Products”), excluding any Software delivered with the Products (except as provided by the terms and conditions of the Limited Warranty in the End User License Agreement, Schedule B), and that the Products will substantially conform to the applicable specification for such Products.

Special Warranty Terms for OmniMax accessories including OmniMax Lighting Solutions (OLS) products

Acrylic and Polycarbonate OLS products are warranted for five (5) years with the following exclusion: Polycarbonate OLS products are not warranted for yellowing

Capital Fitter CF8-XX-XX metal structure components are warranted for 5 years. The photocontrol included with the CF8-PC-XX is warranted for ten (10) years.

Evluma expressly represents and warrants that at the original time of the purchase of the Products: the Products, including without limitation the design, materials, workmanship and components incorporated therein, shall be free from substantial defects in design, material or workmanship, shall be of a high quality, shall in all material respects conform to their published specifications, representations, conditions, and guaranties relating to performance, and shall, to the best of Evluma’s knowledge, not misappropriate, infringe or otherwise violate any third party intellectual property rights.

OmniMax 5 Year Exclusion. Evluma warrants a five (5) year Warranty Period on all Evluma OmniMax lamp Products identified by the Order Code OMNI-XX-XX-XX-5YR or OMNI-XX-XX-XX-STD-5YR. Products identified with the suffix 5YR in any location within the Order Code are extended a (5) year Warranty Period only. No other warranties will apply. As Evluma’s sole obligation and Buyer’s exclusive remedy for any breach of this warranty, Evluma agrees during the Warranty Period, at its sole option, to (i) use reasonable efforts to repair the Products with new or refurbished replacement parts; (ii) replace the Products with a new or refurbished unit, or (iii) refund the purchase price, provided Buyer returns the defective Products to Evluma with proof of purchase.

Evluma’s warranty hereunder does not apply in case of any damage caused by accident, abuse, misuse, misapplication, or alteration of any kind (including upgrades and expansions) performed by anyone other than Evluma or Evluma’s designated agent. Evluma shall bear the cost of shipping the returned item. Warranties do not cover Acts of God, lightning, fire, public disturbances, or

MR-0031 REV B	The information contained in this document is confidential to Evluma and shall not be disclosed, copied or distributed without the written permission of Evluma. UNCONTROLLED COPY: All printed copies of this document are considered uncontrolled.	Page 1 of 2
---------------	---	-------------

vandalism. All warranties are void, and Evluma accepts no liability in connection with and/or arising from:(a) any acts, behavior, conduct, and/or negligence on the part of the Buyer, (b) use of the Product for a purpose for which it is not designated, or (c) installation of the Products or use with fixtures or equipment other than as specified in the applicable Product Installation Guide. This warranty excludes field labor and service charges related to the repair or replacement of the Product. This warranty excludes damage to equipment, fixtures or other assets of Buyer. This warranty is void if a Product defect has resulted from accident, abuse or abnormal use of the Product.

Any replacement Product will be subject to this warranty for the longer of the original warranty period or thirty (30) days from shipment of the replacement Product to the customer. All returns of Products that are damaged during shipment from the factory will be replaced free of charge, but must have the prior authorization of Evluma and must occur within ninety (90) days of the original shipping date of the returned Products. The Products must be returned in their original shipping containers. The Products and Software are not designed or licensed for use in mission-critical applications or in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, Evluma specifically disclaims any express or implied warranty or condition of fitness for such purposes and specifically prohibits the use of the Products for such purposes. Evluma’s warranty does not in any event apply to physical damage to the surface of the Products, or to any data stored in the Products.

Where Products are returned for repair or replacement, Evluma shall have no obligation with respect to any data stored in the Products or Handheld Devices. Except as provided in Evluma’s Software License, Evluma’s warranty does not apply to Evluma Software. Any repair Service requested by Buyer and performed by Evluma following expiration of any Warranty Period or where such repair is not included as part of Evluma’s standard warranty obligations as specified herein, shall be charged at Evluma’s then current fees for time and material.

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY AND SUBJECT TO APPLICABLE LAW, EVLUMA EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED CONDITIONS OR WARRANTIES, INCLUDING IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE EVLUMA SOFTWARE WILL WORK UNINTERRUPTED OR ERROR-FREE.