

E-LITE SEMICONDUCTOR INC.

LIMITED WARRANTY POLICY

LIMITED WARRANTY

E-Lite Semiconductor, Inc. ("E-Lite Semicon") warrants, with the limitations below, that all LED Lighting Products manufactured by E-Lite Semicon, when properly installed and maintained under normal service, are free from defect in material and workmanship.

While most of E-Lite lighting products Warranty Period is five (5) years starting on the date of sale, there are a range of Products Warranty Period is two (2) to three (3) years, according to the specifications, starting on the date of sales, when such goods is delivered to the buyer as dated in E-Lite Semicon shipment documents for each Product(s).

The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Defect in the LED lighting arrays will be deemed to exist in a Product only if either there has been a greater than 30% degradation in light output over the Warranty Period; or more than 10% of the LEDs have totally failed.

This Warranty does not apply to parts or assemblies that have been subjected to abuse, misuse, abnormal service, improper installation, improper repair/maintenance, accident, fire, tampering or abuse nor to parts or assemblies that have incurred extraordinary weather conditions. In particular, but without limitation, this Warranty does not apply if the Product or LED array fails by reason of any natural disaster such as hurricane, tornado or earthquake.

This Warranty does not apply to any equipment of another manufacturer used in conjunction with E-Lite Semicon products.

E-Lite Semicon's sole liability under this Warranty is limited to the repair or replacement, at E-Lite Semicon's option, of the defective exterior finish, housing and heat sinks, lens, LED array(s). Power Supplies specifically are warranted for a back-to-back two (2) to five (5) years under the criteria supplied by their manufacturer. Under no circumstances will E-Lite Semicon be responsible for any other loss or expense whatsoever, including but not limited to charges or claims for labor, lost business, lost time, lost profits, loss of use or any kind of incidental, consequential or punitive damages, however denominated or described.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

PROCEDURE FOR CLAIMS

Any claim under this Warranty shall be made in writing, and addressed to Sales Service Department of E-Lite Semicon, 507 Gang Bei Si Lu Road, Modern Industrial Park North, Pi Xian, Chengdu, China. Valid warranty claims must be made within the warranty period specified herein above, and submitted within thirty (30) calendar days of discovery of the damage or defect.

If E-Lite Semicon desires to examine the Product prior to disposition of any claim, E-Lite Semicon will specify a destination to which the claimed defective Product should be shipped, freight prepaid. In no event, the user shall dispose of the claimed defective Product until the claim has been resolved. Any unauthorized return, repair, replacement or modification of the Product(s) shall void this warranty.

Upon receipt of the claimed defective Product, E-Lite Semicon may undertake any necessary examinations on the defective Product. If E-Lite Semicon concurs that the Product incurred a Defect within the Warranty Period, E-Lite Semicon will repair or replace the Product covered by this warranty and return it, freight prepaid, at its sole discretion and in accordance with its procedure.

E-Lite Semicon may request from the user installation, maintenance and repair records related to the claimed defective Product. If such records do not show that appropriate installation, maintenance or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the user.

If the Product reviewed by E-Lite Semicon does not meet the requirements of the Warranty, E-Lite Semicon will so notify the user and the user will promptly notify E-Lite Semicon that either E-Lite Semicon is to repair or replace the Product at the user's cost, with the return to the user being freight collect; or that E-Lite Semicon is to dispose of the Product at the user's cost.

E-Lite Semiconductor, Inc.
Effective date: Jan. 01, 2018