

WARRANTY

LED LUMINAIRES: ELECTRICAL COMPONENTS FIVE (5) YEAR WARRANTY

LuminozzoTec Inc LED sources will be warranted for a period of (5) years unless otherwise written. The LED source will be considered defective only if a total of 10% or more of the individual LEDs in the product(s) fail to illuminate. All LED drivers will be warranted for a period of five (5) years. A typical year is defined as 4380 hours of operation. This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser. This warranty constitutes the entire obligation of Luminozzo to the original purchaser and further constitutes the original purchaser's sole remedy. Luminozzo makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties Expected life for LEDs is determined as the time at which the emitters(s) will operate at 70% of their initial lumen output. At Luminozzo's option, we will repair or replace, without charge, any properly installed Luminozzo product we deem to be defective if such product has failed under normal conditions, use, service and maintenance. Any Luminozzo Luminaire product that has been damaged due to handling, transportation, installation, vehicular impact, Acts of God, abuse or vandalism is not covered under this warranty. This warranty does not cover instances where the product is used outside of its specifications. Luminozzo's responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, Luminozzo is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will Luminozzo be responsible or liable for any labor costs. This is a limited warranty and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below. Luminozzo shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental, or consequential resulting from the use of this product or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, expressed or implied including all warranties of merchantability and fitness for particular purpose. Repair or replacement of the product or the defective part does not include any reinstallation costs or expenses, including without limitation labor costs or other expenses. This limited warranty does not cover the following:

- Product failure caused by faulty power or supplies, overheating caused by improper installation.
- 2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or "Acts of God" (such as lightning or fluctuations in electrical power).
- > 3. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or fixture installation instruction sheets supplied with each fixture when shipped.
- ➤ 4. Products which have been modified by someone other than Luminozzo.
- > 5. The product has been serviced by personnel not authorized by Luminozzo.

THIRD-PARTY ACCESSORIES

Photocells (standard issue NEMA and button type), occupancy sensors, low voltage indicators, fuses, surge suppressors, emergency battery packs, and other third-party accessories that are not manufactured by Luminozzo Tec are excluded from this warranty but may be covered by a third-party manufacturer.



Such third-party manufacturer shall be solely responsible for the costs related to any claims associated with any such accessories. Luminozzo Tec shall not be responsible for any damage or defect resulting from use of a surge protection device beyond its useful life. Surge protection devices are consumable devices and have a defined useful life that is predicated upon the number of surge events and their magnitude, specific to the site and application. When the useful life of the surge device is reached, the device opens circuit, and the luminaire turns off. It is the end user's responsibility to replace all surge protection devices that have reached end of life. Units will be exchanged by the local manufacturer's authorized dealer or by Luminozzo Tec acting as their agent. Neither the manufacturer, his agent nor Luminozzo Tec will honor cash reimbursement claim to cover material charges for replacement of such material. No charges for rental of equipment or travel time will be paid by Luminozzo Tec. If the customer feels they will want labor reimbursement, they need to handle the defective item DIRECTLY through the respective Manufacturer.

LIMITATIONS AND CONDITIONS

Products must be used within their specifications (e.g. case temperature higher than normal range, water ingress and other extreme conditions) and according to application guidelines. Warranty becomes void if the product is used outside its intended use. The warranty will also be voided should the customer fail to appropriately maintain the installed product. This warranty applies only to the repair or replacement of the product and only when the product is properly handled and installed. Purchaser must notify Luminozzo in writing within 30 days of noticing the defect. Products must be operated within the specified electrical values; and operated in environmental conditions within the normal specified operating range of the system. Luminozzo shall not be held liable for electrical supply conditions, including supply spikes, and over-voltage/under-voltage that are beyond the specified limits of the products and those defined by relevant supply standards. This warranty applies only to products that have been properly stored, installed, and maintained. Luminozzo shall not be held liable if the purchaser or the user fails to comply with any applicable instructions and recommendations of the manufacturer such as: the above mentioned environmental, handling and electrical conditions, excessive operation of the product (more than 4,380 hours per year), and LED light components being interchanged with components of other manufacturers.

Luminozzo shall not be responsible for any failure of its products that result from external causes, including but not limited to "Acts of God"; power surges that exceed product specification; improper power supply; fault or negligence of the purchaser or user; improper use, installation, handling, storage, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), the Canadian Standards Association (CSA); or any cause other than a defect in the material or workmanship of the product itself. Notwithstanding, anything to the contrary in this limited warranty document, the LED module of the product shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the module do not light. For a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given in writing within the warranty period. Luminozzo, at our sole discretion, will either repair or replace the defective part or product at our cost, such repair to occur either onsite or, at our discretion, at our factory (should factory repair be required, product to be removed at original purchaser's expense and returned to our facility freight prepaid). In no event will Luminozzo be responsible or liable for any labor costs.



WARRANTY

Finish

Luminozzo Tec warrants its standard finish for a period of one (1) year and Marine grade finish for a period of five (10) years unless otherwise written. Warranty period begins from date of shipment. This warranty includes paint or powder finish on Iron, steel and Aluminum Lighting poles, Decorative bases, Site furnishings, Decorative arms, and non-lit metal bollards. Luminozzo Tec, will at its sole option, repair or replace product(s) we deem to be defective if such product has failed under normal conditions, use, service and maintenance. In the event that the Product(s) exhibits visible exterior surface cosmetic defects in paint and material finishes (described as chips, pitting, corrosion, chalking, fading, cracking, peeling, and excessive fading) exceeding 50% loss from the initial 60-degree gloss per ASTM D523-08, and other surface deterioration greater than 15% of the surface. During the Warranty period some fading, staining or chalking may occur. This is normal aging for the finish used and not considered a manufacturing defect and is not covered by our warranty. Luminozzo Tec does not warrant paint and material finishes when Product(s) is installed in a coastal application unless the Product(s) is ordered with Optional Marine Grade Powder Coat Finish. Luminozzo Tec will not be responsible under this 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).

Product

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 Luminozzo Tec upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Product(s) is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. Any Luminozzo product that has been damaged due to handling, transportation, installation, vehicular impact, abuse or vandalism is not covered under this warranty. This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser. This warranty constitutes the entire obligation of Luminozzo to the original purchaser and further constitutes the original purchaser's sole remedy. Luminozzo makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties. Luminozzo's responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, Luminozzo is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will King Luminaire be responsible or liable for any labor costs.