

LED Luminaire Product Warranty

GENERAL

ECO Parking Technologies (ECO) reserves the right to change specifications of any item without notice or incurring liability with respect to any previous sales. Specific quotations are subject to acceptance within 30 days, for shipment within 90 days, unless noted to contrary in the quotation.

PRODUCT WARRANTY

ECO products are designed and manufactured to a standard of quality, which is guaranteed and equals or exceeds accepted Industry standards. ECO warrants to the original purchaser of its LED luminaires that they will be free from defective material and workmanship, under normal installation and operating conditions, for a period of five (5) years from the date of purchase. Warranty may be extended to the date of installation if installed within thirty (30) days after the date of documented purchase, and fully registered at the time of installation. Registration cannot be post-dated or submitted retroactively. Date of production will serve as warranty date if the date of purchase is not provided, subject to Terms and Conditions below.

If an ECO LED luminaire fails under normal operating conditions during the warranty period, ECO will correct the failure of the product to conform to specifications. If an ECO LED luminaire is not repairable, a replacement product will be provided to the Purchaser. ECO's responsibility and obligation, in the event of defective material, shall be limited to the repair or replacement of the product, as determined by ECO at its sole discretion. ECO reserves the right to provide warranty replacements with a suitable substitute fixture model or individual internal components that do not adversely affect the soundness or quality of the product and its intended use. ECO will not be responsible for any other damages, losses or costs that may be sustained, claimed or incurred.

TERMS AND CONDITIONS

ECO LED Luminaires must be installed and operated in accordance with all installation/operation instructions and generally accepted Industry operating standards. This warranty will not apply in the event that the products are subjected to abnormal use, stress or operations including but not limited to operating temperatures in excess of maximum rating, under/over voltage conditions, visible moisture, exposed to weather, installed in conjunction with electrical systems/components which are out of

compliance or in disrepair, installation with power ON, modification of the product, or other out of conformance conditions.

ECO is NOT responsible for death, dismemberment, or injury of any kind that may occur to others while installing, working on, operating, in the vicinity of, or otherwise related to ECO Products.

This warranty is not transferrable without the written consent of ECO.

LABELS

ECO Lighting Solutions products are tested by a Nationally Recognized Testing Laboratory (NRTL) and are either UL or ETL certified, unless specifically designated to the contrary.

SHIPMENTS

ECO reserves the right to use its own discretion in routing all shipments. Shipments will be made in the manner requested by the Purchaser, when possible, if the Purchaser will assume any additional transportation costs and liability.

AIR SHIPMENTS

Air shipments will be sent at Purchaser's request. Such will be sent via Purchaser's preferred carrier and billed to customer's carrier billing account number.

TRANSPORTATION CLAIMS

All goods are delivered to the transportation company in perfect condition and properly packed. All products are shipped at Purchaser's risk, and claims must be taken up with the transportation company. ECO's responsibility for safe delivery ceases when the product has been received in good condition by the transportation company.

VOLTAGES AND CYCLES

All product are furnished for operation on 120-277V, 60 Hz cycle, alternating current, unless otherwise indicated.

CANCELLATIONS

Orders are not cancelable except upon payment for work performed and inventory/materials allocated.

CATALOG ERRORS

Although utmost care is exercised in preparation of price sheets and catalog data, ECO disclaims any responsibility for catalog and/or pricing sheet errors.

covered hereby, shall be added to the prices contained herein and paid by the purchaser in the same manner and with the same effects as if originally added hereto.

RETURN OF DEFECTIVE PRODUCT

ECO will not accept any returned Product unless a "Returned Goods Authorization" (RGA) has been issued, in writing, from ECO Parking Technologies.

Purchaser must notify ECO of the warranty potential, providing original bill of sale and warranty registration information at the time of requesting the RGA. Upon receipt of the RGA from ECO the Purchaser will immediately return the defective product to ECO, along with the RGA paperwork. ECO will then process the warranty claim and take appropriate steps, depending upon their cause & effect determination. Defective product returned after thirty (30) days of the RGA's initiation date will not be accepted nor will credit be issued. All replacement and repaired product are warranted for the remainder of the original warranty period only.

LIMITATION OF REMEDIES

At no such time shall ECO be liable for any special, incidental, or consequential damages based upon breach of warranty, negligence, strict tort or any other legal theories. Damages that ECO will not be responsible for include, but not limited to: loss of revenue or profits; loss of facilities or services; downtime; claims of third parties, including customers; and/or injury to person or property.

RETURNED GOODS

ECO will not accept any returned material unless a "Returned Goods Authorization" has been issued, in writing, from ECO Lighting Solutions. A minimum service charge of 20%, plus any freight charges incurred will be deducted from all returned goods allowances, to cover the cost of handling and testing. If reconditioning is necessary, any such charges will also be deducted. All special, custom or modified fixtures, including custom color, are not returnable. Authorization will not be granted when value of all items to be returned is less than \$100. Return from any one job will be limited to not more than 10% of the total job value. In such situations credit will be issued for future purchase only.

Requests to return material must be made within the first 30 days of shipment. **ECO cannot allow credit for returned goods after the expiration of this initial 30 day period.**

TAXES

The amount of any present or future taxes or Fees (Federal, State, Local or other) which the manufacturer now or hereafter may be liable for or required to pay, either on its own behalf or on behalf of the Purchaser or otherwise, with respect to the material or product