Limited Warranty

New Shine Lighting warrants that its LED Products (excluding drivers or other integral control system devices) are free of defects in workmanship and materials for a period from the date of purchase, the specific warranty time is specified on New Shine Lighting's quotation, or Proforma Invoice or contract with customer(s). Operation of LED Products above the maximum ambient temperature range noted on product specification sheet will void this warranty. Maximum ambient temperature is defined as the maximum temperature of the air surrounding the luminaire housing. Products that do not have maximum ambient temperatures listed on specification sheet must operate in ambient conditions at or below 25-degrees Celsius. LED Products will be considered defective in workmanship or material only if the LED Products fail within the warranty period after shipment to provide at least 70% of the lumen output set forth in the product specification sheet or Proforma Invoice or contract as of the date of shipment. Drivers or other integral control system devices may be covered by separate manufacturers' warranties. New Shine Lighting does not make any warranties whatsoever as to drivers or other integral control system devices and will accept no responsibility or liability whatsoever.

GENERAL TERMS AND CONDITIONS:

New Shine Lighting's Limited Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Limited Warranty may not be transferred or assigned by the original end user.

New Shine Lighting, at its sole option, will repair or replace any New Shine Lighting warranted product defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against New Shine Lighting for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. New Shine Lighting reserves the right to determine whether to repair or replace. New Shine Lighting is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to New Shine Lighting, and product(s) of replacement from New Shine Lighting to the customer. This warranty does not include labor or equipment to remove or install fixtures or failed components. No charge back, or charge for labor or material, that does not have New Shine Lighting's prior written approval will be honored, accepted or paid by New Shine Lighting. If New Shine Lighting chooses to replace the Product and is not able to do so because it has been discontinued or is not available, New Shine Lighting may, at its sole option,

refund the purchase price or replace the Product(s) with a comparable product (that can show immaterial deviations in design and product specification).

New Shine Lighting will not be responsible under this Limited Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; prolonged storage in adverse temperatures; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/ or any third party not engaged by New Shine Lighting, improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications, certifications or specifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of New Shine Lighting; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond New Shine Lighting's reasonable control. New Shine Lighting also 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). Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to New Shine Lighting upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design.

If Products are used on existing foundations, anchorages or structures, the purchaser of the Products and/or any end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use.

This Warranty is not applicable to any Products which are not installed and operated in accordance with UL or CE or SAA and with New Shine Lighting's instructions and guidelines for the Product.

Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized New Shine

Lighting sales representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by New Shine Lighting No Product(s) or component part(s) will be accepted for inspection, verification or return unless a written confirmation is received from an authorized New Shine Lighting sales representative.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND NEW SHINE LIGHTING EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL NEW SHINE LIGHTING'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM NEW SHINE LIGHTING'S PERFORMANCE OR BREACH OF THIS WARRANTY, OR FROM NEW SHINE LIGHTING'S SALE, DELIVERY, RESALE, REPAIR, OR REPLACEMENT OF ANY PRODUCT(S) OR THE FURNISHING OF ANY SERVICE, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCT(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD. IN NO EVENT SHALL NEW SHINE LIGHTING BE LIABABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBLITY OF SUCH DAMAGES WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCT(S) OR ANY ASSOCIATED SERVICESS OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASER OF THE PRODUCTS OR THE END USER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR

REPLACEMENT OF THE PRODUCTS.

No agent, employee or representative of New Shine Lighting has any authority to bind New Shine Lighting to any affirmation, representation or warranty concerning Products sold by New Shine Lighting and, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in New Shine Lighting's written acknowledgement of buyer's/end users purchase order, or in standard printed materials provided by New Shine Lighting, it does not form a part of the basis of any bargain between New Shine Lighting and buyer/end users and shall not in any way be enforceable by buyer/end user.

Agents and distributors are urged to provide a copy of this Limited Product Warranty to the end user customer in advance of placing the Product order. New Shine Lighting reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.



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