

Solution Warranty



Lumenergi Solution Warranty

Applies to all Lumenergi Hardware and Software supplied as part of a Lumenergi Solution. Any subsequent additions to the Lumenergi Solution will be governed by a separate warranty issued at the time of purchase of the additional Lumenergi Hardware and/or Software. You acknowledge that the Lumenergi Software is subject to the terms and conditions of Lumenergi's Software License Agreement.

Limited Warranty: Subject to the limitations and exclusions set forth below, Lumenergi warrants (A) **HARDWARE:** each new unit of Lumenergi Hardware to be free from defects in material and workmanship and to conform in all material respects to their applicable specifications under normal use and service (i) with respect to Lumenergi Light Drivers (Ballasts) for a period of five (5) years from the Shipping Date and (ii) with respect to Lumenergi Controllers, for a period of one (1) year from the Shipping Date and (B) **SOFTWARE:** for a period of one (1) year from the Shipping Date, the Lumenergi Software shall conform in all material respects to its specifications when used in accordance with its user manuals and accompanying documentation. Your exclusive remedy and Lumenergi's sole responsibility under this warranty is limited to, in Lumenergi's sole discretion, the repair or replacement of any defective Lumenergi Hardware and Software, which repair may, in the discretion of Lumenergi, be performed at your premises. The cost of such repair or replacement, excluding all labor costs to install, remove or reinstall the Hardware at your premises

and return shipping, is the sole responsibility of Lumenergi. You acknowledge that replacement parts provided hereunder may be new, used, repaired, reconditions and/or manufactured by other than Lumenergi.

Limitations on Warranty: This warranty is only applicable to Lumenergi Hardware and Software which is installed and operated in accordance with applicable federal, state, provincial or local electrical codes, the standards for safety of Underwriter's Laboratories, Inc. (UL) or equivalent standards body, and all Lumenergi system and equipment specifications, instructions and connection diagrams. This warranty is void if the Software is used on any hardware other than the LMCS Server Appliance, if third party software is installed on the LMCS Server Appliance (other than that third party software permitted to be installed as set forth in the documentation for the Software), or if you fail to maintain electrical power and environmental conditions prescribed in any Lumenergi specifications or instructions. Lumenergi shall have no obligation for, and the foregoing warranty shall not apply to, problems, errors, nonconformities or defects that (i) Lumenergi determines not to be directly attributed to the Lumenergi Hardware or Software, are outside the scope of the limited warranty, or are reported after expiration of the limited warranty period, (ii) are caused by normal wear and tear, accident, abuse, neglect, tampering, unusual physical or electrical stress, misuse, improper or unauthorized use, improper wiring or installation, use other than in accordance with the applicable specifications and instructions, improper testing or storage, or unauthorized relocation, copying, modifications, repair or servicing, (iii) are attributable to causes external to the Lumenergi Hardware or Software such as electrostatic or environmental conditions and accidents including without limitation fire, water and lightning or other causes beyond Lumenergi reasonable control, (iv) are attributable to third party software or hardware products, including without limitation third-party applications, servers, and operating systems or operation with non- Lumenergi approved hardware or software, (v) are caused by wrongful acts by persons other than Lumenergi, or (vi) result from security breaches with respect to the Lumenergi Software. Further, Lumenergi does not warrant that the Software will operate in combination with any other software except as specified in the applicable documentation or that your use of the Software may not be uninterrupted or error-free.

Exclusion of Third Party Products: Lumenergi does not warrant third party hardware or software, including without limitation the LMCS Server Appliance, which may be supplied with the Hardware, and you agree to look only to the third party vendors of such third party hardware and software with respect to any warranty claim relating thereto.

Disclaimer; Limitation of Liability: LUMENERGI'S LIMITED WARRANTY HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER THE COST OF INSTALLATION, REMOVAL, OR REINSTALLATION, OR DAMAGE RESULTING FROM THE EXCLUSIONS SET FORTH ABOVE. YOU ASSUME, AND WILL HOLD HARMLESS LUMENERGI, IN RESPECT OF ALL SUCH LOSS.

THIS WARRANTY DOES NOT COVER INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL OR LIQUIDATED DAMAGES OR PENALTIES, INCLUDING CLAIMS FOR LOST REVENUE, PROFITS OR BUSINESS OPPORTUNITIES, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND FOR WHICH LUMENERGI SHALL HAVE NO LIABILITY EVEN IF LUMENERGI HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES. LUMENERGI'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, OR USE OF THE HARDWARE OR SOFTWARE, AS APPLICABLE, SHALL NEVER EXCEED THE PURCHASE PRICE PAID FOR THE HARDWARE OR SOFTWARE, AS APPLICABLE, WHICH IS THE SUBJECT MATTER OF THE CLAIM.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Definitions

Shipping Date means the date on which the Lumenergi Hardware or Software is shipped from Lumenergi

Lumenergi Hardware means hardware components produced and supplied by Lumenergi, excluding Third Party Hardware.

Lumenergi Software or Software means the Lumenergi LMCS Server Standard Software Edition and LMCS Server Premium software developed and sold by Lumenergi.

Lumenergi Solution means, collectively, the Lumenergi Hardware and Lumenergi Software which comprises the Lumenergi system purchased by you.

LMCS Server Appliance means computer hardware that connects and manages Lumenergi Controllers

Third Party Hardware and Software means any third party hardware and software components supplied by Lumenergi including but not limited to server appliances (including the LMCS Server Appliance), occupancy sensors,

photosensors (daylight sensors), relays, lamps, connection boxes, power meters and related third party accessories.

To Make a Warranty Claim

Warranty claims must be submitted to Lumenergi in writing within the warranty period c/o Lumenergi Inc. 8371 Central Ave, Unit B, Newark, CA 94560 Tel 1-510-744-1100 Fax 1-510-574-7440.

Remote Access Required

The Internet remote access must be provided to enable Lumenergi to remotely connect to the LMCS Server Appliance for Lumenergi to remotely administer, troubleshoot, and support the Lumenergi Solution. Lumenergi expressly disclaims all liability due to local LAN problems. You retain all responsibility for ensuring the security of the LMCS Server Appliance from unauthorized access.

On-Site Repairs: If Lumenergi, in its sole discretion, determines that an on-site visit or other remedial action is necessary, Lumenergi may send a Lumenergi or authorized third party technician to your premises, and/or coordinate a warranty service call between you and a Lumenergi approved vendor. All on-site labor costs incurred to diagnose any problems with the Lumenergi Solution and to repair replace or adjust (at Lumenergi option) the Lumenergi Hardware or Software to restore it to normal operation will be paid by you at Lumenergi's then current service prices.

