



iLight Technologies® PRODUCT WARRANTY

All Plexineon and Hypnotica products manufactured by iLight Technologies, Inc. (“Manufacturer”) are warranted to be free from defects in material and workmanship under intended use and service (normal wear and tear excepted), and subject to the terms and conditions set forth below for the following Warranty Period from the invoice date of the purchase by the person or entity who purchases the Product directly from the Manufacturer (“Purchaser”):

Product	Warranty Period
Trim - Plexineon Color Series, Plexineon Daytime Series, and Plexineon White 1X Series	3 years
Trim – Plexineon White 2X Series	2 years
Trim – Hypnotica iS and Hypnotica cS	2 years
Signs – Plexineon Color Series, Plexineon Daytime Series, Plexineon White 1X & 2X Series	18 months

Terms and Conditions

The Product Warranty applies only to the original installation of the Product, when the Product is properly wired and installed together as a system in conjunction with a transformer sold by the Manufacturer, is operated in environmental conditions within the normal specified operating range of the product, within the approved operating temperature range and voltage requirements per the product specification sheets, is used in lighting equipment designed and approved for the application, and when no alterations have been made to the Product. If the Product is used with a third-party transformer or third-party mounting hardware not purchased through Manufacturer, the Product Warranty is void, unless Purchaser is a party to a written agreement with Manufacturer permitting a special application, and use of an alternative transformer or mounting hardware. In such case, the Product Warranty applies only to the use specified by such written agreement. The Product Warranty applies only when the Manufacturer has been fully paid for the Product by Purchaser (i.e., Manufacturer provides no Product Warranty for Products for which Manufacturer has not been paid or has been only partially paid by Purchaser).

The Product Warranty applies only when the Product is used in accordance with printed instructions. The Product Warranty does not apply to any abnormal use or use in violation of any applicable standard NEC (National Electrical Code) or instructions for use in installations. The Product Warranty will not apply in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions, excessive switching cycles or operating hours, or extreme environment situations. Replacement of Manufacturer’s components or transformer with components or transformer of other manufacturers will void the Product Warranty. The Product Warranty does not cover misuse or abuse, acts of God or accidents, defects resulting from unauthorized repair, alteration or disassembly by unauthorized personnel, **or operation by improper voltage or current (including power surges)**.

Repair or Replacement of Defective Product

Manufacturer shall, upon prompt, written notice and compliance by the Purchaser with Manufacturer's return authorization procedures, including such instructions as Manufacturer's Customer Service Department shall give with respect to the return of defective products or parts, correct such defect by repair or replacement, F.O.B. factory, of the defective part or parts for all parts received within 45 days of the Purchaser's written notice. Since this is a wear item, new replacement pieces will not match existing lighting in the field. Manufacturer's obligation under this Product Warranty shall be limited to replacing or repairing, at its sole option, the Product or the defective part thereof which shall, within the applicable Warranty Period set forth above, be determined to be defective within Manufacturer's sole discretion. (This is a material warranty only and should not be construed to include labor charges.) The Product Warranty flows only to Purchaser and does not include any reinstallation or shipping costs or expenses. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product.

Correction in the manner provided above shall constitute a fulfillment of all of Manufacturer's liabilities with respect to the Product. Failure to comply with Manufacturer's instructions or to return the defective product within 45 days shall void the Product Warranty.

Third Party Warranties

With respect to products sold to the Purchaser by Manufacturer but not manufactured by Manufacturer, **MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Manufacturer does not provide a warranty for the transformers or controllers included on the Product. However, a separate limited warranty period, as determined by the transformer or controls manufacturer, may apply. Purchaser will be provided with the details of any such limited warranty periods separately from this Product Warranty upon request.

Limits of Liability

Manufacturer's liability arising from or in any way connected with the Products sold, the delivery or any delay with respect thereto or otherwise arising from or relating to the Product Warranty shall be limited exclusively, and at Manufacturer's sole election, to either repair or replacement of Products sold or refund of the purchase price. **Replacement or repair of any component does not extend the warranty period of the Product.**

In no event shall Manufacturer be liable for any incidental, consequential, or special damages of any kind or nature whatsoever, including, but not limited to, lost profits or revenues arising from or in any way connected with the Product Warranty, or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including, without limitation, negligence, failure to warn or strict liability.

NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MANUFACTURER EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND ANY SUCH STATEMENT SHALL NOT BE BINDING ON MANUFACTURER. EXCEPT AS EXPRESSLY SET FORTH ABOVE, MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.