

## <u>Limited Product Warranty</u> **OEO EZ LED Series Lamps and OEO Luminaires**

This limited warranty is provided by OEO Energy Solutions, the "Seller" to you as original purchaser of OEO brand LED lighting product on the invoice reflecting the original purchase (the "Product"). The Seller is identified as OEO Energy Solutions on the invoice. The limited warranty extends only to the original purchaser of the Product and only applies to OEO brand lamps and luminaires. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship under normal use, for a period of FIVE YEARS (unless specified otherwise) for all lamps and luminaires from date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty does not apply to loss or damage to the Product caused by negligence, abuse, misuse, mishandling, improper installation, including installation in an enclosed fixture or in environments containing airborne agents such as dust, chemical solvents, cleaners or cutting fluids; storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electric current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED. EXAMPLES OF THIS INCLUDE BUT NOT LIMITED TO:

- Ballast compatible lamps used on direct line voltage or without a ballast, unless it is a HYBRID lamp. Ballast bypass lamps used with a HID ballast, unless it is a HYBRID lamp.
- Lamps rated for OPEN FIXTURES that are used in a CLOSED FIXTURE.
- Bulbs or fixtures rated for standard line voltage 120-277v used on high voltage 480v.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

To make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return Product to Seller, or its authorized service provider, freight prepaid. Your



warranty claim should be addressed to OEO Energy Solutions, 140 Oakwood Road, Lake Zurich, IL 60047, or to <a href="mailto:info@oeo.com">info@oeo.com</a>.

The limited warranty applies to OEO EZ LED Series lamps and OEO Luminaires. Non OEO brand products will be covered by the manufacturer's warranty, which is often 5 years or 50,000 hours of operation.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with the Seller on or after the effective date of such revised warranty.