JAYKAL LIMITED WARRANTY

FOR COMMERCIAL, INDUSTRIAL, GOVERNMENTAL AND PROFESSIONAL CUSTOMERS AND APPLICATIONS ONLY

Jaykal LED Solutions, Inc. ("Jaykal") warrants that its Lamps and Luminaires (the “Products”) will be free from defects in material for a period of 5 years from the date of purchase, subject to the terms and conditions herein. If a Product fails to conform with this warranty for the specified period, Jaykal will, at its sole option, replace the Product at no charge or grant purchaser a credit for a future Product purchase.

For avoidance of doubt, "to replace the Product" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Jaykal.

This warranty applies to Products registered with Jaykal as part of an installation project within thirty (30) days from date of installation. To register Products, contact Jaykal by fax at: (302) 295-0016 or by mail at: Jaykal LED Solutions, Inc., 26832 Lewes Georgetown Hwy, Harbeson, DE 19951.

Jaykal provides a full replacement warranty if any of the following failure conditions occur:

• more than 10% of LED sources are defective or
• the light out drops below 70% of the initial lumens or
• product fails to light up or
• if there is a color shift in the CCT of the fixture higher than 15% from the original CCT.

This warranty is subject to the following additional conditions:

1. The Products have been installed and operated in accordance with the manufacturer’s instructions.
2. The Products have not been subject to accident, neglect, abuse, misuse or acts of God.
3. A Jaykal representative will have access to the failed Products and the right to invite other manufacturers’ representatives to evaluate the lighting system components.
4. This warranty is limited to Product purchased for use in regions that are within the jurisdiction of the United States and Canada.
5. Purchase receipt for the Product is available for inspection by Jaykal.
6. The warranty and remedy set forth herein do not apply to Products, parts, advice, assistance or service which Jaykal furnishes to purchaser as a business courtesy. The warranty is not applicable to any Product which is used in violation of any applicable standard, code or instructions for use, including those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA).

THE FOREGOING WARRANTY IS EXCLUSIVE, AND THE SOLE REMEDY FOR ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. THE LIABILITY OF JAYKAL SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL JAYKAL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, REGARDLESS OF WHETHER JAYKAL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.