Xeleum Lighting, LLC hereby provides this limited warranty for Xeleum LED lighting products having model designations contained in published Xeleum specifications and on the Xeleum website, www.xeleum.com. The period for which each such Xeleum LED lighting product is warranted as set forth herein shall be as indicated in the most current revision of the specifications published by Xeleum for such products.

This limited warranty is provided to the original purchaser of any of the above named products (the "Product"). Such Product may be transferred to another purchaser only if such Product is sold as new product in its original Xeleum packaging. The original purchaser shall be the name of the purchaser indicated on Xeleum's invoice for the Product.

Xeleum warrants that the above named Products, when installed in accordance with Xeleum's technical guidelines and specifications, shall be free from defects in material and workmanship. Failure to emit visible light by up to 10% of the Product's LEDs shall not constitute a defect. Xeleum shall be solely responsible for determining whether a product is defective. Xeleum shall use the general performance of the Product as a factor in determining whether it is defective.

Xeleum assumes no liability or responsibility for Products which fail or malfunction, or for damage of whatsoever kind arising from such failure or malfunction, were the failure or malfunctioning is due to non-compliance with the specifications or technical guidelines of Xeleum, damage from incorrect use or from circumstances beyond the control of Xeleum, which circumstances may include but are not limited to lightning surges, power surges and force majeure.

Xeleum's sole liability and purchaser's sole remedy for breach of this limited warranty shall be limited to repairing and/or replacing of Products, which are proven to be defective. Xeleum shall be solely responsible for determining whether to use new or refurbished parts of similar functionality when undertaking repair of a defective Product. In the event Xeleum determines to replace the defective Product, Xeleum shall employ reasonable effort to replace it with the same model or, if not possible, with a model of similar style and functionality.

UNDER NO CIRCUMSTANCES SHALL XELEUM BE HELD LIABLE FOR COSTS FOR NON-DEFECTIVE PRODUCTS, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR RE-INSTALLATION COSTS. IN NO CIRCUMSTANCES SHALL XELEUM'S TOTAL LIABILITY REGARDING A DEFECTIVE PRODUCT EXCEED THE DOLLAR AMOUNT RECEIVED BY XELEUM FOR THE PRODUCT FROM THE ORIGINAL PURCHASER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS WARRANTY, XELEUM MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT.

In the event of a warranty claim, original purchaser must provide Xeleum with written notification of a defect, a description of the defect and proof of purchase. Defective Products shall be returned to Xeleum, freight prepaid. Warranty claims should be sent to Xeleum, 333 North Bedford Road, Mount Kisco, New York, 10549, Attention: Service Department.