

STARFIRE LIGHTING, INC.  
**PRODUCT LIMITED WARRANTY**

Starfire, warrants to the original purchaser of certain LED products which indicate "5 year warranty" on their specification sheet at the time of manufacture that such products will be free from material defects in their material and workmanship for a period of five (5) years from the date of shipment. Starfire, warrants to the original purchaser of all other products it manufactures, will be free from material defects in their material and workmanship for a period of one (1) year from the date of shipment ("Products"). Items manufactured by others and resold by Starfire are not covered under these warranties. These are limited warranties and subject to the terms and conditions below. The date of shipment ("Ship Date") shall be the date Starfire ships the Product from its factory.

The above warranty is extended only to the original purchaser and only for the original installed location. This warranty is nontransferable, whether by secondary sale of Product, assignment or operation of law. The original purchaser must make any warranty claim to Starfire within the warranty period, within 30 days of discovery of defect and in accordance with Starfire's then current procedures for such notification and subsequent troubleshooting, repair and/or return of the Product.

Starfire at its sole discretion shall determine if a material defect in the Product's material or workmanship exists and if such defect is covered under the terms and conditions of this limited warranty. If such defect exists and is covered, then Starfire's sole responsibility and liability under this warranty will be, at its option, to repair or replace those defective part or parts of the Products that are properly returned to Starfire. Under no circumstances does such repair or replacement extend beyond the specific fixture or segment of the fixture run experiencing the defect. Should exact parts or replacements no longer be available then Starfire will use reasonable efforts to provide similar substitute parts. Starfire is not responsible to or liable for any on site effort to troubleshoot, remove, ship, or reinstall any parts and/or any complete Product. All decisions regarding the existence of covered defects or actions to be taken under this warranty shall be made by Starfire and shall be final and binding on all parties. Any repair or replacement shall not extend the original term of this warranty.

**Exclusions** - This warranty is conditioned upon proper installation, use, maintenance and full payment for the Product. This warranty will not be applicable to any Product which: (a) is not installed or operated in accordance with any Starfire instructions and guidelines, (b) is not installed and operated in accordance with the current National Electric Code (NEC) and Standards for Safety of Underwriters' Laboratory, Inc. (UL), (c) has been moved from its original installation location, (d) has been exposed to a corrosive atmosphere, (e) has been subjected to water beyond its stated IP rating if any, (e) has been operated in an ambient temperature higher than 90° F or humidity higher than 90% non condensing, (f) has been subjected to a lightning strike, power surge or over voltage condition, (g) has its electronic components subjected to static electricity, short circuiting, over current operation due to improper handling during installation or maintenance, including disconnecting components with power on or failure to properly reconnect components after servicing, or (h) has in any way been mishandled, misused, abused, tampered with, modified or altered by anyone other than Starfire.

This warranty also excludes (i) lenses that were damaged upon removal or installation (ii) non Starfire control systems (iii) internally or externally mounted third party components such as but not limited to wired or wireless controllers, (iv) battery backup and/or emergency backup drivers/ ballasts and/or switching equipment, (v) wear and tear on the fixture including but not limited to time related reduction in light output and/or color shift, (vi) For LED fixtures, failures of individual LED chips when they represent a small percentage of the overall number of chips in any particular fixture or fixture segment, (vii) exterior or mechanical damage that is not due to a warranty defect. No cosmetic repairs will be made, (viii) third party plug in lamps (LED or otherwise) regardless if they were supplied by Starfire, (ix) lamp or transformer noise when used with dimmers or dimming systems, (x) florescent ballasts and/or electronic transformers.

**Note:** certain excluded components may be covered by OEM warranties. Please consult manufacturer for existence, terms and conditions. Starfire makes no representation regarding any such warranty.

**Troubleshooting** - Starfire will provide at no charge reasonable telephone assistance in troubleshooting a claimed defect. Requestor shall be reasonably skilled in working with electrical/electronic devices and have tools required and access to the Product in question in order to follow troubleshooting procedures.

**Returns** - Should troubleshooting indicate a potentially defective part then Starfire will provide requestor a Return Materials Authorization (RMA) and procedure to follow for return of such parts. Requestor shall be responsible for the removal and proper shipment of such parts to Starfire. Starfire will evaluate such parts and if the defect is covered by this warranty, provide replacement parts as defined herein at no charge. If such parts are not covered by this warranty or are not found to be defective, requestor will be notified as to what action is to be taken. All non covered parts that are replaced will be charged at the then current rate for such parts and all parts will be returned at requestor's expense. Requestor shall be responsible to reinstall all returned parts.

**On Site Evaluation and Service** - Should Starfire at its soles discretion choose to accommodate a request to send a technician to inspect and/or repair an installed Product for defects covered by this warranty, then requesting party shall be responsible for providing timely day shift access to Product in question, ability to turn off power to Product, any required ladder or other elevating device to safely reach Product, union or other personnel required by local conditions to perform certain work all at requestors expense. Should claimed defect not be a defect covered by this warranty or should Starfire be prevented from performing evaluation or repairs due to lack of any of the above, then all costs for Starfire labor including travel time and any costs for any parts or materials provide by Starfire shall be invoiced and requestor shall promptly pay such invoice.

**Disclaimers & Limitations of Liability** - The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory, by operation of law or course of performance, or otherwise, are given, herein expressed or otherwise received. The above is the only warranty made by Starfire with respect to Products. No dealer, distributor, or any other person or entity is authorized to make any representation, warranty or promise on behalf of Starfire or any of its affiliates. EXCEPT AS EXPRESSLY PROVIDED ABOVE, STARFIRE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND ITS SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. Other than the obligation to repair or replace as provided above, Starfire shall have no liability for any losses, expenses or damages as a result of the installation, use, inability to install, inability to use, removal or replacement of any Product and will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to; loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, cost of third party labor, facilities or services, down time cost, claims of claimant's customers or "charge back's" of any kind. Starfire's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any Product, any aspect of this warranty or for any products or services furnished hereunder shall not exceed the price of the defective fixture or fixture segment which gives rise to the claim.