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## LED LIGHTING FIXTURE WARRANTY STATEMENT & LIMITATION OF LIABILITY

Sunpark Electronics Corporation warrants that LED Lighting Fixture approved by Design Lights Consortium (DLC) and listed on DLC Qualified Products List shall be free from defects in material and workmanship for a period specified below from date of purchase.

- LED Power Supply 5 years
- LED Light Source 5 years
- LED Fixture Housing 5 years

If any fixture fails to meet the above warranty and if purchaser notifies Sunpark by phone, 866-478-6775, to ask for a RGA number or by FAX, 888-711-2368, in writing within in thirty (30) days of discovery of that defect and makes the fixtures available, Sunpark shall thereupon repair or replace said defective Fixtures, defective Power Supply, and/or defective Light Source.

Sunpark Electronics Corporation reserves the right to examine all claims, and reserves the right to be the sole judge as to whether the Power Supply, Light Source, and/or Fixture Housing are defective and covered under this warranty, to either replace or repair. All returns for repair or replacement must be approved by Sunpark Electronics Corporation in advance. In cases where the fixture cannot be repaired or replaced with an equivalent, Sunpark shall refund the purchase price for purchases made anywhere in the United States. All transportation charges are the buyer's responsibility.

The foregoing shall constitute the sole remedy of the purchaser and the sole liability of Sunpark with regard to warranty and Sunpark makes no other warranty, statutory or otherwise, and none is implied.

Sunpark's liability on any claim of any kind, including negligence for any damage arising out of, connected with, or resulting from this warranty, or from the design, manufacture, sale, delivery, resale, installation, inspection, repair, operation or use of the fixture furnished by Sunpark shall in no case exceed the price allowable to the fixture or fixtures which give rise to the claim and shall terminate five (5) years after the date of sale to the purchaser.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL SUNPARK BE LIABLE FOR SPECIAL OR CONSEQUENTIAL LOSS OF USE OF FIXTURES OR ANY OTHER GOODS OR EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTION EQUIPMENT, DOWNTIME COST, OR CLAIMS OF CUSTOMERS OR PURCHASER FROM SUCH DAMAGE.