



uSave LED 5 YEAR CUSTOMER LIMITED WARRANTY

PURCHASER: _____

INVOICE NUMBER: _____

DATE OF DELIVER/WARRANTY START: _____

- Returns. uSave LED offers Customers the ability to return items within 30 days of the invoice date. Any return for a refund will be subject to a 20% restocking fee. Shipping is at Customer's sole expense. Custom products, products cut to size, special orders or specialty items are not subject to return for refund. The restocking fee may be waived for the following reasons:

- Carrier damage
- Defective product
- Incorrect product received

All returned items must be in their original box with no missing parts accompanied by the Sales Receipt.

The Customer agrees that no shipment from USave will be returned from a carrier unless damage or shortages are acknowledged and signed by the carrier's driver. All claims for lost or damaged shipments must be made directly by Customer to the delivering carrier at time of delivery. Shortages due to packing errors must be reported in writing within 10 days of receipt to USave's Customer Service Department. Adjustments can be made only if reported to USave in writing within that time. Customer's requests for proof of delivery by USave must be made within 30 days of receipt of invoice. After 30 days, the merchandise will be considered as delivered.

USave orders (once accepted) may have backorders when necessary. Backorders are not subject to cancellation by Customer unless 30 days past scheduled delivery date.

- Limited Warranty. uSave warrants that all products will i) be free from a) defects in material and workmanship under normal use and service and b) defects include over 35% depreciation of light output compared with EXW lumens and ii) comply with the warranty specifications for the period depicted on the Product Specification Sheet(s) (The Warranty Period).
- Repairs during the Warranty Period. During the warranty period, uSave will, at its option and at its expense (i) replace such defective products, (ii) fix and repair such defective products, (iii) refund the depreciated value of the product (ie. 1st year of 10 yr. warranty = 90% value). When such defective product is identified, Customer should inform uSave about it and ship it back to uSave at Customer's cost. uSave will ship replacement product or repaired product to Customer in a timely manner at uSave's cost.
- Repair after Warranty. After the warranty period has expired, if needed, uSave may continue to provide repair services for the product, but Customer will pay for parts, labor and shipping for repair services.
- Limitation on Warranty. uSave's warranty does not cover the cost of any labor required for the replacement of defective product with good product at site of installation. uSave has no obligation under the warranty in the following circumstances: The defect is a result of misuse, neglect, accident, improper installation, acts of God, or use not in accordance with a) the specifications, b) the instructions contained in the technical documentation. Customer's remedies in the event of any breach

by USave shall be exclusively limited to the return of the goods and repayment of the price. **These remedies are the Customer's exclusive remedies for breach of warranty.** In no event shall Customer be entitled to claim any special, incidental, or consequential damages of any nature, including, but not limited to, loss of anticipated profits and injury to persons or property.

WARRANTY IS VOID IF PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH THIS PRODUCT IS MANUFACTURED.

USave warrants only that the goods described on the face of the purchase order conform to USave's customary quality standards for such goods. Otherwise USAVE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE ORDER. Without limiting the generality of the foregoing, USAVE SPECIFICALLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE AND ANY IMPLIED WARRANTY AGAINST CLAIMS BY THIRD PARTIES FOR INFRINGEMENT AND THE LIKE. This warranty constitutes the only warranty given, super-ceding all prior or contemporaneous oral or written representations. No uSave employee or any other person is authorized to modify this warranty or make any warranty in addition to those set forth herein.

USAVE MAKES NO WARRANTIES, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE AND ANY IMPLIED WARRANTY AGAINST CLAIMS BY THIRD PARTIES FOR INFRINGEMENT AND THE LIKE FOR PRODUCTS ORDERED TO CUSTOM SPECIFICATIONS BY THE CUSTOMER, THAT ARE EXPERIMENTAL, DEVELOPMENTAL, SAMPLE OR PROTOTYPE PRODUCTS.

To report a Warranty claim, contact uSave LED at (855)672-7020.