

★★★ Customer Warranty ★★★
Requirements for Standard Limited Warranty

Subject to the limitations and exclusions set forth below, GreenStar Products, Inc. (“seller”) warrants that the LED luminaries (“the products”) will be free from defects in material and workmanship for a period of 10 years (120 months) after such products are first shipped from sellers designated facility. This warranty is applicable to purchases made by the buyer and must be read together with the Terms and Conditions of sale currently in force between GreenStar and the customer. Notwithstanding the standard warranty requirements, GreenStar shall extend to the buyer the warranty provided the end user has kept adequate records of operating history, electrical maintenance and/or testing and provided to the seller upon request to substantiate that any failed product complies with this warranty. Warranty Exclusions may include; (1) failure to install the products in applications where the ambient temperatures are within the range of specified operating procedures; (2) external causes such as fires, earthquakes, floods, thunderstorms, vandalism, improper power supply, improper or inadequate grounding, power surges, swells & dips, excessive power switching, induced vibration, animal or insect activity or the fault or negligence of any third party not engaged by seller; (3) improper or unauthorized use, installation, handling, storage, alteration, maintenance or service failure to comply with any applicable codes and/or recommendations or instructions of seller; (4) damages and defects resulting from the lack of maintenance as required for the installation; (5) incompatibility with end user or third party supplied products, processes or materials; (6) or any other causes or occurrences beyond seller’s reasonable control. Seller shall in no event be responsible under the limited warranty for any deterioration, corrosion or discoloration of the product. This limited warranty extends only to the end-user of the products (the “buyer”) and may not be assigned by the buyer. Seller makes no other warranties, whether express, implied, statutory or otherwise, that extend beyond the warranties explicitly set forth above, including and without limitation, any implied warranties of merchantability or fitness for a particular purpose. If any product does not conform to this limited warranty, seller will, at its sole option, [replace the nonconforming product with an equivalent new or factory refurbished luminaire at no charge to buyer or grant buyer a pro-rated credit for the purchase of a future product (based on the remaining warranty life of the original product)]; provided, however, that such obligations of seller shall be contingent upon the following: (1) buyer obtains a “return authorization number” from seller and returns the product and the invoice or receipt showing the original date of purchase of the products to seller; (2) buyer provides the requested RMA installation questionnaire form and adequate records of operating history to seller; and (3) if necessary the buyer provides seller with access to the installation used to operate the nonconforming product.

The foregoing obligation to replace the nonconforming product or grant a pro-rated credit for the purchase of a future product shall be the sole and exclusive remedy for the breach of the foregoing warranties and shall not extend the warranty period. Seller shall have no obligation to remove or install, or pay any costs in connection with removal or installation of any products that does not conform to the foregoing warranties. Seller shall not be liable for any incidental or consequential damages for breach of any express or implied warranty. Seller’s maximum liability to buyer shall be limited to the purchase price buyer paid for the products. Seller shall not be liable to buyer if seller is unable to perform any obligations of Seller due to events beyond the reasonable control of seller.

Seller reserves the right to modify or discontinue this limited warranty without notice provided that any such modification or discontinuance will only be effective with respect to any products purchased after such modifications or discontinuance.