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## LIMITED WARRANTY

### WHAT IS COVERED

New Energy, LLC warrants that the LED Modules and L2 Products that are produced by New Energy, LLC, when properly installed and maintained under normal service will be free from defects in material or workmanship from the date of manufacture by New Energy for a period of ONE (1) years.

This limited warranty only applies to Products that are installed and used in compliance with all applicable U.S. local, state and national safety regulations including but limited to the current edition of the National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc (UL), the Standards for the American National Standards Institute (ANSI) and in accordance to New Energy' guidelines with the Product.

### WHAT IS ELIGIBLE FOR CLAIM

Customer must notify New Energy in written or electronic transmission, through, the original seller or distributor within 60 days after discovery of the potential defect. This limited warranty extends to the original buyer only. Proof of purchase including the original product description is required when customer project form is completed.

New Energy will not honor any claims for the replacement or repair of Products if the customer project information form is not fully completed and confirmed by New Energy.

The conditions for any tests performed on Products which are claimed to have not performed in accordance with terms of this limited warranty shall be mutually agreed upon in writing and Opulent may be represented at any such tests.

### RIGHT OF NEW ENERGY TO EXAMINE

New Energy reserves the right to examine all products and/or any associated component(s) to determine the cause of defect. New Energy reserves the right to be the sole judge as to whether the product and/or associated component(s) are defective and/or covered under this warranty.

## **WHAT NEW ENERGY WILL DO**

New Energy will, at its sole option, provide one of the three remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty.

1. Elect to repair or facilitate repair of any defective Products within a reasonable period of time, free of any charge for the necessary parts or labor to complete the repair and restore the Product to its proper operating condition. New Energy will cover shipping costs necessary to return this Product once this repair is complete. New Energy reserves the right to utilize new, reconditioned, refurbished, remanufactured Products or parts in the replacement process. Such Products or parts will be comparable in function and performance to the original Products or part as determined by New Energy.
2. Replace the Product with a direct replacement or with a similar Product deemed by New Energy to perform substantially the same function as the original Product.
3. Issue a refund of the original purchase price.

New Energy reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured Products or parts in the replacement process. Such Products or parts will be comparable in function and performance to the original Product or part as determined by New Energy.

The determination of if the Product is defective shall be determined by New Energy in its sole discretion with consideration given to the overall performance of the Product.

This limited warranty excludes field labor and/or service charges related to the repair or replacement of the Product.

## **WHAT IS NOT COVERED**

This limited warranty excludes a Product which has been abused, altered, improperly or insufficiently maintained, or improperly operated.

Modifications – Any modification to New Energy Products, including but not limited to any re-fabrication of any type including aftermarket components or mechanical alteration that directly affect the performance of the Product will void the warranty. The Product used in any manner not consistent with the approved specifications and installation voids the warranty.

Harsh Environments – This includes, but is not limited to, excessive temperatures as specified on New Energy’ published literature, damage due to use in highly caustic or corrosive environments, chemical processing facilities and highly fertilized environments voids the warranty.

Proper Handling and Storage – New Energy shall claim the warranty null and void if the Product fails due to circumstances beyond New Energy control including but not limited to damage caused during shipping, handling, unpacking or installation; any damage caused by moisture or other contaminants due to the result of improper storage, prior to placement in service, or any other such occurrences beyond New Energy control.

### **LIMITATIONS OF LIABILITY**

This limited warranty is void if the Product is not used for the purpose for which it was designed. There are no expressed or implied warranties of merchantability, fitness for use, or fitness for particular purpose, except as stated herein. There are no warranties which extend beyond the description set forth in this document.

TO THE MAXIMUM PERMITTED BY LAW, THIS LIMITED WARRANTY SETS FOR THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERMITTED CLAIMANT AND UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, STATUTORY, STRICT LIABILITY OR OTHERWISE, WILL NEW ENERGY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS LOSS OF USE OR DAMAGE TO ANY PROPERTY OR EQUIPMENT, COST OF CAPITAL, COST OF ARISING OUT OF, RESULTING FROM OR CONCERNING ANY ASPECT OF THIS LIMITED WARRANTY OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT WHICH GIVES RIGHT TO THE CLAIM. THIS EXCLUSIVE WARRANTY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE AS LONG AS NEW ENERGY IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS LIMITED WARRANTY.

This limited warranty is exclusive in lieu of all other warranties, whether written, oral, expressed, or implied, and shall constitute the sole and exclusive remedy of Buyer and liability of New Energy, Inc.

### **HOW TO OBTAIN WARRANTY SERVICE**

New Energy must be contacted within sixty (60) days after delivery of product and discovery of a potential warranty claim. In event of warranty

claim, customer must first complete a Customer Project Information Form. Prior to action taken by New Energy, the Form must be submitted to [info@new-energyllc.com](mailto:info@new-energyllc.com) and confirmed by New Energy.

Customer can email [info@new-energyllc.com](mailto:info@new-energyllc.com) for a Customer Project Information Form.

New Energy will not honor any warranty claims made by the customer for the repair or replacement of Products if the customer has not submitted a fully completed Customer Project Information Form and confirmed in writing by New Energy.

New Energy will promptly acknowledge the receipt of submission of Customer Project Forms and proceed to process the warranty claim of a Product defect.