

COLOR KINETICS LIMITED WARRANTY

Manufacturer warrants to Purchaser that each Product will be free from any defect in materials and workmanship which cause the Product to fail to operate in accordance with Manufacturer's published specifications for such Product as in effect on the date of shipment. The foregoing warranty is valid for five (5) years from the date of Purchaser's purchase from Manufacturer (the invoice date), except for Product purchased or used for touring and / or rental purposes for which the warranty period is three (3) years. If a Product fails to operate in accordance with this warranty, Manufacturer will, at its option, repair or replace the Product or the defective part thereof, or credit Purchaser for the purchase price therefor, subject to the limited warranty terms and conditions set forth herein. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or re-installation costs or expenses, including without limitation labor costs or expenses. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable Product.

Manufacturer shall have no liability under this warranty unless Manufacturer is notified in writing promptly upon Purchaser's discovery of the defect and the defective items are returned to Manufacturer, freight prepaid, and received by Manufacturer not later than ten (10) days after expiration of the warranty period. This warranty shall not apply to any defect or failure to perform resulting from misapplication, improper installation, improper operation, abuse or contamination, whether internal or external and only applies when the Product has been properly wired and installed and operated within the electrical values, operating ranges and environmental conditions provided in the specifications or installation instructions for such Product. This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, stress, or abnormal strain or use, or use in violation of any applicable standard, code or instructions for use including those contained in the latest National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., the Standards for the American National Standards Institute or, in Canada, the Canadian Standards Association. Manufacturer shall have no liability of any kind for failure of any equipment or other items in which the Product are incorporated. Unless otherwise specifically agreed to in writing by Manufacturer, this warranty shall not apply to Product manufactured by Manufacturer to Purchaser's designs or specifications, and no warranty is given as to such non-standard Product. This warranty shall become void in the event any repairs or alterations not duly authorized by Manufacturer in writing are made to the Product by any person.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF AND MANUFACTURER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. An essential purpose of the limited exclusive liabilities and remedies in this warranty is allocation of risks between Manufacturer and Purchaser, which allocation of risks is reflected in the purchase price for the Product. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR MANUFACTURER'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES

RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. No warranty or agreement varying or extending the foregoing warranty and limitation of remedy provisions may be relied upon by Purchaser unless it is in writing and signed by Manufacturer's General Manager. No representation or affirmation of Manufacturer, whether by words or action, shall be construed as a warranty. If any model or sample was shown to Purchaser, such model or sample was used merely to illustrate the general type and quality of the Product and not to represent that the Product would necessarily conform to the model or sample.

With respect to product sold to Purchaser by Manufacturer but not bearing the Manufacturer's name or sub-brand name (including, without limitation, lamps, control systems, ballasts, drivers and other products), Manufacturer makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to Purchaser upon request but only to the extent permitted by law and relevant Product.