

The Energy Focus Promise

10-Year Product Life Warranty

Energy Focus, Inc. ("Energy Focus") promises to provide a hassle free warranty to the original end user ("Customer") for its LED Lighting Products ("LED Product") wherein the LED Product will be free from defects in materials and workmanship under normal use and service for a period of ten (10) years from the date of purchase by the Customer (the invoice date); provided the LED Product is installed to the specifications provided in the corresponding Energy Focus Product Specification Sheet. It is the responsibility of Customer and Installer to obtain Specification Sheet from Energy Focus prior to Installation.

The above ten (10) year warranty applies to the following LED Product series:

- LEDFL Tubular LED Lamps,
- LEDDL LED Dock Lights,
- EFO-LEDSG & EFO-LEDLG Globe Lights,
- LEDGL LED Hazardous Globe Lights,
- LEDWP & LEDRFK Retrofit Kits,
- LEDFDI Troffer Luminaire

If the LED Product covered by this Warranty is returned in accordance with Energy Focus' Return Policy within the applicable warranty period and Energy Focus, at its sole discretion, determines that the returned LED Product is defective, Energy Focus will replace the LED Product. No other form of compensation shall be implied from any effort or intent by Energy Focus to replace the LED Product, including but not limited to any costs associated with installing or removing the LED Product, shipping or storing the LED Product, or time between the removal or re-installation of replacement LED Product. If Energy Focus is unable to replace LED Product due to discontinuation, availability, or any other unforeseen circumstance, Energy Focus may elect to replace the LED Product with a comparable LED Product.

Additionally, for any item manufactured by Energy Focus not listed above, Energy Focus also warrants to the Customer those items will be free from defects in material and workmanship, under normal use and service for a period of five (5) years from the date of purchase by the Customer (the invoice date); provided the Products are installed to the specifications outlined by Energy Focus in its product specification sheets.

This warranty does not apply to defects or failure of the LED Product resulting from damage caused by Acts of God, abuse, misuse, alteration, power surges, corrosive environments, abnormal use or conditions, neglect, or where adequate care has not been taken to prevent damage to the product. This warranty is not applicable to any Product manufactured by Energy Focus which is not installed and operated in accordance with the current edition of the National Electric Code (NEC), all applicable state and local codes, the Underwriters' Laboratories, Inc. (UL) standards for safety, and all applicable American National Standards Institute (ANSI) and Energy Focus' instructions for installation. This warranty will become null and void in the event any repairs or alterations not authorized by Energy Focus in writing are made to the Product.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF THE CUSTOMER AND THE SOLE AND EXCLUSIVE LIABILITY OF ENERGY FOCUS. ENERGY FOCUS WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF WARRANTY, TORT OR OTHERWISE, INCUR LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR COMPENSATORY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, USE OR GOODWILL AND IN NO EVENT SHALL ENERGY FOCUS' AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE OF THE LED PRODUCT TO WHICH SUCH LIABILITY RELATES. EXCEPT AS PROVIDED HEREIN, ENERGY FOCUS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Energy Focus reserves the right to modify this Warranty from time to time and any modifications shall be effective for all purchases of Product after the effective date of the revised warranty.

Upon discovery of a defect or malfunction during the warranty period, please address all inquiries to Energy Focus at:

Energy Focus, Inc.

Phone: 800-327-7877 Fax: 440-715-1301 e-mail: customerservice@energyfocusinc.com