



Including:
Lumificient Corporation

LIMITED WARRANTY

Nexxus Lighting, Inc. and its wholly owned subsidiaries and divisions (herein referred to as “the Company”), warrant its products for a period of three (3) years from the original invoice date with proof of purchase. A five (5) Year limited warranty is offered for Lumificient Hyperion R Series and a one (1) Year warranty for Non-UL Listed Power Supplies.

TERMS AND CONDITIONS:

This warranty only applies when the Company’s products are properly wired and / or installed; and operated within the electrical values shown on the Company’s specification sheets; used in lighting equipment designed and approved for the application and environmental conditions (temperature, humidity) within the normal specified operating range of the system. This warranty does not apply to any abnormal use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions, excessive switching cycles, excessive operating hours, alterations, accident, theft, misuse, abuse and damaged caused by negligent installation, improper maintenance or where adequate care has not been taken to prevent damage to the lighting system. Replacement of the Company’s product components with any other manufacturer will void the entire warranty.

WARRANTY SERVICE CLAIMS:

At the Company’s discretion the company may ask for the customer to return defective product or scrap it in the field. If the Company requests the customer to return material to validate the defective unit, the Company will issue a Return Material Authorization (RMA) number for requests for warranty review. To expedite service, please contact the Company’s Customer Representative where you purchased the product. If you are unsure whether a situation exists that is covered by this warranty, please contact the Company’s customer service department from the company or division where you purchased the product for assistance. In the event of a defect in material or workmanship during the warranty period, the Company will repair or replace (at its own discretion) its products under the conditions of the warranty.

RETURN OF DEFECTIVE PRODUCT:

After contacting the company and receiving the RMA#, the purchaser / user shall promptly return the product after receiving instructions regarding if, when and where to ship product. Product must be returned within 30 days of receiving RMA#. Shipping box must be clearly marked with RMA#. Failure to follow this procedure shall void this warranty. The company will cover expenses for material but will not cover shipping costs. Products returned without an RMA# will be refused and returned to sender at the senders expense.

REPLACEMENT OF PRODUCT, LIMITS OF LIABILITY:

The foregoing shall constitute the exclusive remedy of the purchaser and the sole liability of Nexxus Lighting, Inc. and its wholly-owned subsidiaries and divisions regarding its products and component warranty. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. In no event shall Nexxus Lighting, Inc. or its wholly-owned subsidiaries or divisions be liable for any other costs or damages including labor charges, freight charges, lost profits or revenues, incidental, special or consequential damages. The Company reserves the right to examine all failed products and components to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any product or component is defective and covered under this warranty.