

## **Standard Limited Warranty**

### **Nuvospec LLC**

Nuvospec, LLC (“Nuvospec”) warrants that, when installed in accordance with the National Electrical Code (NEC) and relevant building codes, the Nuvospec products for which the Nuvospec Specification Sheet contain the words “standard limited warranty” (“Products”) will comply with Nuvospec’s published specifications for such products and will be free from material defects in material and workmanship under normal use for the applicable period of time from the date of shipment, as outlined below under “Warranty Product Categories.” This limited warranty extends only to the end user customer that purchased the Products, either directly from Nuvospec or from an authorized reseller of the Products, for such customer’s own use and not for further resale (a “Customer”). This limited warranty is non-transferable.

As Customer’s sole and exclusive remedy and Nuvospec’s entire liability for any breach of this limited warranty, Nuvospec will, at its sole option and expense, either repair or replace the non-conforming or defective Product (or component thereof). Customer must provide warranty claims to Nuvospec within the warranty period promptly upon discovery and in accordance with Nuvospec then-current Return Material Authorization (RMA) Procedures as outlined further below. If Nuvospec replaces a Product under this warranty, the replacement Product is warranted for the unexpired portion of the original warranty period.

### **Specific Warranty**

Nuvospec products are warranted to be free from material defects in material and workmanship for three (3) years from date of shipment.

### **Conditions and Exclusions**

Nuvospec will have no obligation and this limited warranty will not apply if the Product is:

- installed improperly or otherwise not in accordance any applicable standards or codes, such as, without limitation, those standards of codes of the National Electrical Code (NEC) or the Standards for Safety of Underwriters Laboratory, Inc. (UL),
- altered or repaired other than as authorized in writing by Nuvospec,
- misused or abused, whether intentionally or not, including without limitation if the Product is used at any time in an environment or operating range, or subjected to electrical values, in excess of those specified in the Product’s performance specifications,
- damaged due to Acts of God,
- used in violation of any applicable standard or code for use, such as, without limitation, those standards or codes of the Standards for Safety of Underwriters Laboratory, Inc. (UL),
- used other than as a stand-alone product (i.e. ,integrated into another lighting product) or

- damaged in transit or handling.

This limited warranty does not include any labor or materials costs that Customer may incur in order to have removed or reinstalled any Product that Nuvospec has repaired or replaced, including without limitation any labor or materials costs for modifications or repairs to facilities or third-party products in connection with which the repaired or replaced Products are used.

This limited warranty does not cover normal wear and tear, the exterior of mechanical damage that is not due to a Product non-conformity or defect or cosmetic repairs.

### **Return Material Authorization (RMA) Procedures**

End users (those purchasing product from Customers of Nuvospec, and not directly from Nuvospec) should direct all inquiries for returns to the Customer from whom the end user purchased product, and not Nuvospec.

Customers wishing to return a Product covered by this Standard Limited Warranty must first contact Nuvospec directly and, if deemed necessary, obtain a Return Material Authorization (“ RMA ”) form which includes a unique RMA number.

Once an RMA has been authorized, the RMA form provided by Nuvospec should be attached to the outside of the box containing the Product being returned and the RMA number should also be prominently displayed on the outside of the box. Customer’s name, phone number and email address should be included on a packing slip so that Nuvospec may easily contact Customer. Each Product being returned must be packaged carefully and properly so as to prevent damages during shipment and must be shipped freight prepaid. Nuvospec recommends that Customer obtain a proof of delivery to ensure that the Product is received.

Returned product must be shipped to:

Nuvospec, LLC  
3005 S Lamar Blvd  
Ste D-109-74  
Austin, Texas 78704

If Nuvospec determines that a Product return is covered under this Standard Limited Warranty, Nuvospec will repair or replace the Product at no charge and the repaired or replacement Product will be returned to Customer at no charge. If Nuvospec determines that a Product is not covered, Nuvospec may assess a labor charge for the evaluation process and Customer will be responsible for all return shipping charges and fees.

### **Disclaimer of Warranties**

THE LIMITED WARRANTY SET FORTH IN THIS STANDARD LIMITED WARRANTY IS IN LIEU OF, AND NUVOSPEC EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES, ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE PRODUCTS WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE OF TRADE OR

OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY NUVOSPEC, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS STANDARD LIMITED WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY MADE HEREUNDER.

### **Limitation of Liability**

IN NO EVENT WILL NUVOSPEC BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE PURCHASE, SALE, INSTALLATION, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL NUVOSPEC'S LIABILITY TO CUSTOMER ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE PURCHASE, SALE, INSTALLATION, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO NUVOSPEC OR TO AN AUTHORIZED RESELLER FOR THE PRODUCTS THAT GIVE RISE TO A CLAIM FOR LIABILITY. NUVOSPEC AND CUSTOMER HAVE AGREED THAT THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS STANDARD LIMITED WARRANTY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### **Applicable Law**

This Standard Limited Warranty shall be construed and enforced in accordance with the laws of the State of Texas, USA, without regard to such state's laws related to conflict of laws.