



## LIMITED WARRANTY HOW DIGITAL PREMIUM SERIES LIGHT FIXTURES

How Digital hereby provides this Five (5) year limited warranty for its Premium Series LED luminaires.

This limited warranty is provided to the original purchaser of the abovenamed product (the "Product"). It may be transferred to another purchaser only if such Product is sold as new product in its original How Digital packaging. The original purchaser shall be the name of the purchaser indicated on How Digital's invoice for the Product.

How Digital warrants that the abovenamed Products, when installed in accordance with How Digital's technical guidelines and specifications, shall be free from defects in material and workmanship. Failure to emit visible light by up to 10% of the Product's LEDs shall not constitute a defect. How Digital shall be solely responsible for determining whether a product is defective.

How Digital shall use the general performance of the Product as a factor in determining whether it is defective. How Digital assumes no liability or responsibility for Products which fail or malfunction, or for damage of whatsoever kind arising from such failure or malfunction, where the failure or malfunctioning is due to noncompliance with the specifications or technical guidelines of How Digital, damage from incorrect use or from circumstances beyond the control of How Digital, which circumstances may include but are not limited to lightning surges, power surges and force majeure.

How Digital's sole liability and purchaser's sole remedy for breach of this limited warranty shall be limited to repairing and/or replacing of Products, which are proven to be defective. How Digital shall be solely responsible for determining whether to use new or refurbished parts of similar functionality when undertaking repair of a defective Product. In the event How Digital determines to replace the defective Product, How Digital shall employ reasonable effort to replace it with the same model or, if not possible, with a model of similar style and functionality.

UNDER NO CIRCUMSTANCES SHALL HOW DIGITAL BE HELD LIABLE FOR COSTS FOR NONDEFECTIVE PRODUCTS, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR REINSTALLATION COSTS. IN NO CIRCUMSTANCES, SHALL HOW DIGITAL'S TOTAL LIABILITY REGARDING A DEFECTIVE PRODUCT EXCEED THE DOLLAR AMOUNT RECEIVED BY HOW DIGITAL FOR THE PRODUCT FROM THE ORIGINAL PURCHASER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS WARRANTY, HOW DIGITAL MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT.

In the event of a warranty claim, original purchaser must provide How Digital with written notification of a defect, a description of the defect and proof of purchase. Defective Products shall be returned to How Digital, freight prepaid.