LETTER OF WARRANTY FOR OUTDOOR LIGHTING PRODUCTS

Kingsun Optoelectronic Co., Ltd., Heng Jiang Xia Administration Zone, Changping, Dongguan, Guangdong, China, referred as to herein as “Kingsun”, warrants its outdoor lighting products, referred to herein as “Product”, when delivered in new condition and in original packaging, to be free from defects of material and workmanship for a period of Five (5) years for luminaire, LED’s, power supply and other electrical accessories from date of shipment to the original purchaser.

Kingsun will under warranty obligation, repair or replace defective part/product at its discretion based on the overall performance. Definition of Defect: A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product. Driver defects includes functional problems of IP system, power factor etc. which affect the solid function of the product will be considered as defects under this warranty obligation.

This warranty does not apply to any product or part that has been subject to: misuse; negligence; abuse; mishandling; neglect, improper installation, storage, or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; strikes; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around its products; alteration; accident; use outside of product design intent; failure to follow installation, operating, maintenance or environmental instructions prescribed by Kingsun or applicable civil, safety and electrical codes or attempted repair/modification and other improper service of the Product performed by anyone other than Kingsun.

Kingsun’s sole liability for defects or breach of warranty shall be replacement of the parts involved, and, in no event will Kingsun be liable for incidental, compensatory, indirect, special or consequential damages or losses including property damage or other loss as related directly or indirectly to the use of Product.

In no event shall Kingsun be liable for incidental, compensatory, consequential, indirect, and special or other damages, losses including property damage or other loss, personal injury as related directly or indirectly to the use of Product or caused by installation and transportation or negligence during installation and transportation or adjustment.

Kingsun’s aggregate liability with respect to a defective product shall in any event be limited to the monies paid to Kingsun for that defective product. The limitations contained in this section apply regardless of the basis of the claim or the form of action including, without limitation, negligence or other tort, or breach of contract. Kingsun claims no liability for the cost of installation or any other cost incurred during the use of products manufactured by kingsun. No representative is authorized to assume additional liability for Kingsun.

To make a warranty claim, you must notify Kingsun China within 30 days after discovering defects. All returns must provide proof of purchase such as the original invoice from Kingsun. Kingsun must issue a Return Material authorization (RMA), prior to shipping. Returns will be shipped at buyer’s expense. If Kingsun finds the product working properly, Buyer may be billed for testing, repackaging, and shipping. If the Product was under Warranty and Kingsun replaces or repairs the defective product, Kingsun will pay for return shipping to the customer. In no case will Kingsun be liable for any cost incurred in removing or re-installing the Product, even if the Product has failed under the covered Warranty term.

Kingsun reserves the right to make product specification changes to any product at any time, as deemed necessary without prior notice to the customers. This warranty is effective for purchases of product on or after the effective date set forth below. Kingsun reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Kingsun on or after the effective date of such revised warranty. No other warranties are implied and there are no warranties extended beyond those stated herein.

Effective Date: January 1st 2016