



## **Limited Product Warranty and Connected Equipment Warranty (UNITED STATES OF AMERICA ONLY)**

### **Limited Product Warranty**

Cavet Technologies Inc. (Cavet) warrants its LumiSmart ILC hardware (Product) to be free from defects in materials and workmanship for a period of three (3) years from the date of manufacture. Cavet's obligation under this warranty is limited to repairing or replacing, at its sole option, any such defective Products. To obtain service under warranty you must report your warranty claim within 30 days of discovery of the defect, assist Cavet or an authorized Cavet Master Distributor with diagnosing issues with your Product, follow Cavet's warranty process and obtain a Return Material Authorization (RMA) number from Cavet or an authorized Cavet Master Distributor. Products must be returned to Cavet or its manufacturer within 10 days from receipt of the applicable RMA, for inspection by Cavet, with transportation charges prepaid and must be accompanied by a brief description of the problem encountered, Product serial number, proof of purchase and the date you received the Product. Cavet will inspect the Products to confirm that the alleged defects exist and were not caused by any of the exclusions listed below. Delivery costs associated with warranty return product replacements or repaired items will be borne by Cavet where the returned Products were found by Cavet, acting reasonably, to be defective. For any Products that are found by Cavet, acting reasonably, not to be so defective all redelivery costs and a no defect found charge of US\$100 per unit will be charged. In the case of Product replacement title to replaced Product will pass to Cavet on delivery to Cavet; and title to replacement Product will pass to you on delivery. The three year warranty period shall not be extended by the repair or replacement of Product.

### **Connected Equipment Warranty**

Cavet's Connected Equipment Warranty covers fluorescent lights and ballasts which are still within the original manufacturer's warranty period (Connected Equipment) that are damaged by transient voltage (Occurrence) while connected to a LumiSmart ILC device. Cavet's obligation under the Connected Equipment Warranty is limited to repairing or replacing, at its sole option, damaged Connected Equipment attached to each single Lumismart device with a limit of US \$10,000 per LumiSmart device with a further sub-limit of \$2,500 in labor per LumiSmart device. The aggregate Connected Equipment Warranty at any one location shall be limited to US \$50,000. All Connected Equipment damage claims against the Product must be made within 15 days from the date of the Occurrence and must be accompanied by a receipt for the damaged equipment or the warranty is void

Cavet reserves the right to review and inspect the damaged Product, the damaged Connected Equipment, and the site where the damage occurred. All costs of shipping damaged Product or Connected Equipment to Cavet for inspection shall be borne solely by the end-user purchaser of the Product. Cavet reserves the right to negotiate the cost of repairs. If Cavet determines, in its sole discretion, that it is impractical to ship the damaged Connected Equipment to Cavet, Cavet may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such Connected Equipment. The cost, if any, of shipping the Connected Equipment to and from such repair facility of such estimate shall be borne solely by the end-user purchaser. Damaged Connected Equipment must remain available for inspection until the claim is finalized. Whenever claims are settled, Cavet reserves the right to be subrogated under any existing insurance policies the claimant may have.

### **Exclusions**

This Limited Product Warranty and Connected Equipment Warranty does not apply to any Product which has been damaged by accident, negligence, or misapplication, or improper installation, or has been altered or modified in any way, or for any abuse, mishandling, acts of God (including, but not limited to, lightning strikes), acts of terrorism, civil unrest, or acts of war, vandalism, electrostatic discharge damage, improper storage, failure to provide a suitable operating environment, failure to install the Product on or



CV-CLS-T0124

use the Product with compatible products as determined by Cavet from time to time, attempts to open the Product casing, modification or repair of the Product or any component thereof, including without limitation the printed circuit board, by parties other than Cavet or third-parties authorized by Cavet or damage that is caused during shipping for warranty service. This warranty is not applicable to any Product that is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI), and with Cavet's operating instructions and installation guidelines for the Product.

The Connected Equipment Warranty shall be null and void if the Product in use during the Occurrence and damaged Connected Equipment is not provided to Cavet for inspection upon Cavet's request at the sole expense of the end-user purchaser; Cavet determines that the damage did not result from the Occurrence or that no Occurrence in fact took place; the repair or replacement of the damaged Connected Equipment is covered under a manufacturer's warranty; the Occurrence took place after the normal expiration of the Connected Equipment manufacturer's warranty; or Cavet determines that the Connected Equipment was not used under normal operating conditions or in accordance with any manufacturer's instructions for the Connected Equipment.

This Limited Product Warranty and Connected Equipment Warranty applies to the original purchaser of the Product who must have properly registered the Product within 30 days of receiving the Product to be entitled to any warranty coverage. Please register your Product for warranty protection at [www.cavetech.com/warranty](http://www.cavetech.com/warranty)

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND AND CAVET DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY. CAVET DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH HEREIN. Some countries or states do not permit limitation or exclusion of implied warranties; therefore, the aforesaid limitation(s) or exclusion(s) may not apply to the purchaser.

EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL CAVET BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ALL LIABILITY OF CAVET UNDER THIS WARRANTY OR OTHERWISE WILL BE LIMITED, UNDER ANY LEGAL OR EQUITABLE THEORY TO;

- (i) **LIMITED PRODUCT WARRANTY** - THE PURCHASE PRICE PAID BY PURCHASER FOR SUCH PRODUCT
- (ii) **CONNECTED EQUIPMENT WARRANTY** - US\$50,000 IN AGGREGATE FOR EACH LOCATION WHERE AN OCCURENCE WAS VERIFIED, WITH A FURTHER LIMIT OF US\$10,000 IN WARRANTY COVERAGE FOR CONNECTED EQUIPMENT ATTACHED TO A SINGLE LUMISMART DEVICE

Specifically, Cavet is not liable for any costs, such as lost profits or revenue, loss of equipment, loss of use of equipment, loss of software, loss of data, costs of substitutes, claims by third parties, or otherwise. This warranty gives you specific legal rights and you may also have other rights which may vary from location to location.

### **Filing a Claim**

A list of authorized Cavet Master Distributors by country and region are provided at [www.cavetech.com/warranty](http://www.cavetech.com/warranty). Please contact the Master Distributor for your area to submit a warranty claim.

### **Product Warranty Registration**

Please register your Product for warranty protection at [www.cavetech.com/warranty](http://www.cavetech.com/warranty)