

WARRANTIES

Limited Warranty

Subject to the Limited Warranty Terms and Conditions, RENOVA warrants that its products identified below (“Products” and singularly “Product”) will be free from defects in materials and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation accompanying the Product. The foregoing warranty shall be valid for a period of five (5) years from the date of Purchaser’s purchase of the Product from RENOVA. This limited warranty may be transferred to a subsequent Purchaser of the Product provided that such Product is resold in new condition and in its original packaging.

Products

Luminaires and Retrofit Kits

Limited Warranty Terms and Conditions

If any Product covered by this limited warranty is returned by the Purchaser in accordance with RENOVA’s Product Return Policy posted on RENOVA’s website www.renova.com within the warranty period, and upon examination RENOVA determines to its satisfaction, that the Product failed to satisfy this limited warranty, then RENOVA, at its option, shall either (i) provide Purchaser with a refund of the purchase price of the Product, (ii) repair the Product, or (iii) replace the Product. For purposes of clarity, to repair or replace the Product does not include any removal or reinstallation costs or expenses, including without limitation, labor costs or expenses. If RENOVA chooses to replace the Product and is not able to do so because the Product has been discontinued or is not available, then RENOVA may replace the Product with a comparable product. RENOVA reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original Product or part, as determined by RENOVA in its sole discretion, and warranted for the remainder of the original warranty period.

Exclusions

This limited warranty is further conditioned upon proper storage, installation, use and maintenance. This limited warranty is not applicable to any Product which is not installed and operated in accordance with the National Electric Code; the Standards for Safety of Underwriters’ Laboratory, Inc., the Standards for the American National Standards Institute and with RENOVA’s instructions and guidelines for the Product.

This limited warranty does not apply to damage or failure to perform arising from abuse, misuse, abnormal stresses, vibrations and operating conditions, lightning, electrical surges or acts of God.

Third Party Warranties

With respect to products and/or parts sold to the Purchaser by RENOVA but not bearing RENOVA’s name, RENOVA MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant products and/or parts.

No Implied or Other Warranties

THE LIMITED WARRANTIES GIVEN IN THESE TERMS ARE THE ONLY WARRANTIES GIVEN BY RENOVA WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY, AND RENOVA'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN.

No agent, employee or representative of RENOVA has any authority to bind RENOVA to any affirmation, representation or warranty concerning goods sold by RENOVA and unless an affirmation, representation or warranty is specifically included herein or in RENOVA's sales acknowledgement, it does not form a part of the basis of any bargain between RENOVA and Purchaser and shall not be enforceable by Purchaser.

Limitation of Liability

An essential purpose of the limited exclusive liabilities and remedies in this Agreement is allocation of risks between RENOVA and Purchaser, which allocation of risks is reflected in the purchase price for the Products.

UNDER NO CIRCUMSTANCES SHALL RENOVA'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR RENOVA'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL RENOVA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT RENOVA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

This limited warranty is effective for the purchases of Products on or after the effective date set forth below. RENOVA reserves the right to modify this limited warranty from time to time. Any modification shall be effective for all orders placed with RENOVA on or after the effective date of such modification and/or revised warranty.

EFFECTIVE DATE: January 1, 2018