



Warranty

THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

GM Lighting warrants to the customer for resale only that GM Lighting's products are free from defects in materials and workmanship. The obligation of GM Lighting under this warranty is expressly limited to repair or replacement without charge, at the sole option of GM Lighting, of defective products at GM Lighting's factory within a period of one year (LEDTask LED Lighting Products, 5 years) from the date of shipment of products and only after GM Lighting has issued a Return Goods Authorization to customer for the products. This warranty does not apply to GM Lighting products which have been altered or repaired outside of GM Lighting's factory or which have been subjected to neglect, abuse, misuse or accident (including shipping damages).

LIMITATION OF LIABILITY: IN NO EVENT SHALL GM LIGHTING BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS; NOR SHALL THE LIABILITY OF GM LIGHTING FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE, REPAIR OR MODIFICATION OF THE PRODUCTS, OR SUPPLY OR ANY REPLACEMENT PARTS THEREFORE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY LIABILITY OR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS, PARTS, OR SERVICES DELIVERED HEREUNDER WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE. NO LABOR CHARGES WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL.

THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.