

WARRANTY TERMS AND CONDITIONS STATEMENT

-- LED Lighting Fixture

1. DEFINITIONS

This document sets forth the warranty policy of ecoZohm LLC (“eZ”) from which you (“Purchaser”) purchased LED lighting fixtures. This policy is applicable only to eZ LED lighting fixture (“Product”) sold directly by eZ. This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as described in this document (hereinafter: “Warranty Terms and Conditions”).

This warranty policy applies, unless otherwise agreed in writing between eZ and the Purchaser (Purchaser shall mean the legal entity or person who purchased the Product directly from eZ). A fixture shall be deemed defective if greater than 15 percent of the individual light emitting diodes (LEDs) do not illuminate.

2. WARRANTY PERIOD

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, Purchaser receives a standard 5 years warranty on LED products that carry the ecoZohm brand. (If the product is made by a different manufacturer, ecoZohm will pass on the OEM’s standard warranty which may be less than 5 years). Some special Products are offered with different warranty period (examples – Projectors are 1 year). Purchaser shall refer to instruction manual and can request warranty terms and conditions upon delivery. The warranty period starts from delivery date. Any special warranty period shall be stated in sales agreement.

3. RIGHTS AND OBLIGATIONS

During the term of this statement, the rights and obligations of eZ shall be as follows:

- eZ warrants that each Product will be free from defects in material and workmanship. The determination of whether the Product is defective shall be made by eZ in its sole discretion with consideration given to the overall performance of the Product.
- eZ warranty flows only to Purchaser. If eZ determines the Product is defective, eZ will elect, in its sole discretion, repair the Product or replace the Product. eZ reserves the right to utilize 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 eZ in its sole discretion, and warranted for the remainder of the original warranty period.
- Cost of labor and equipment to remove the defective product and install a repaired or a replacement Product at the end-user facility are excluded. Supplier's aggregate liability with respect to a defective product shall in any event be limited to the money paid to Purchaser for that defective product.

During the term of this statement, the rights and obligations of Purchaser shall be as follows:

- Product must be installed and used in accordance to instructions offered by eZ. If a Product is found to be defective, or not performing per the Product specifications, the Purchaser must notify eZ in writing within sixty (60) days after discovery of the defect, provide proof of purchase such as the invoice and comply with eZ's other warranty requirements.
- Upon receiving that notice, to ascertain why Product stops working, evidences such as photos, videos or other additional information on request would be needed for eZ's QC Team to analyze. eZ may require Purchaser to promptly return the Product or failure parts when necessary..

- eZ shall reply warranty advice within 7 working days after receiving the Purchaser's warranty claims with sufficient failure information, like real voltage, current, ambient temperature, installation time etc. in writing.

4. WARRANTY CLAIMS

The following circumstances will not be warranted:

- Damage or failure to perform arising as a result of any Acts of God or caused by force majeure such as war, riots, sabotage, cyclones, earthquakes, tidal waves, flooding, lightning strikes, explosions, fire, flood, power surges, improper power supply, electrical current fluctuations, corrosive environment installations, abuse, alterations, mishandling, etc.
- Any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- Damage caused by user's improper delivery, defects caused by wrong operation, wrong treatment and destruction of machinery.
- Dismantling or modification or improper maintenance or repairing of the products without the supplier's authorization.
- Damage caused by Purchaser or installer using bad quality cable or other mismatching electronic parts.

eZ has the sole right to interpret and amend the above articles. Any disputes occurred shall be applied to the laws and regulations of the State of North Carolina.