



LIMITED WARRANTY FOR XENERQI LED DRIVERS

Xenerqi warrants to the Purchaser that the LED Drivers specified at the end of this document (hereinafter “Product”) will be free from defects in material and workmanship and will function per the manufacturing Product specification throughout the Limited Warranty period listed for each Product.

This Limited Warranty is conditioned upon proper storage, installation, use and maintenance of the Product and/or the lighting fixture in which it is installed. This Limited Warranty is not applicable to any Product which is not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters’ Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI), or, in Canada, the Canadian Standards Association (CSA). This Limited Warranty does not apply to damage or failure to perform arising from abuse, misuse, abnormal stresses and operating conditions, lightning, electrical surges, electrical current fluctuations, civil disturbances or acts of God. This Limited Warranty is void if the Product is not used for the purpose for which it is designed.

This Limited Warranty only applies to the original Purchaser of the Product. If within the Limited Warranty period it appears that the Product fails to conform to the specification, the Purchaser must notify Xenerqi in writing of its warranty claim within sixty (60) days after discovery of the defect. Purchaser must provide proof of purchase or any other documentation required for the determination of the validity of the warranty claim. Purchaser warranty claims should be sent via email to sales@xenerqi.com or via mail to Xenerqi Limited, 1607 Dominion Centre, 43 Queen’s Road East, Wanchai, Hong Kong.

If Xenerqi determines that the Product is defective, Xenerqi will elect, at its sole discretion, to refund, repair or replace the Product. In case of a refund, Xenerqi will refund the Purchaser the list purchase price of the failed Product as it was listed on the original sales invoice. In such cases where Xenerqi elects to replace the Product, it may do so with an equivalent/comparable Product should the original version of the Product no longer be in production. All warranty related Product returns to Xenerqi will be at the Purchaser’s expense and returns must be sent, at Xenerqi’s discretion, to either Xenerqi’s manufacturing location or a Xenerqi appointed warehouse location. In cases where Xenerqi chooses to repair or replace the Product, the replacement Product will be shipped to the Purchaser at Xenerqi’s expense. For clarity purpose, “repair or replacement of the Product” does not include any removal or reinstallation costs or expenses, including without limitation labor costs or any other expenses.

Xenerqi 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 Xenerqi in its sole discretion, and warranted for the remainder of the original warranty period.

Under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise will Xenerqi be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of properties, loss of use or damage to any property or equipment, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of purchaser’s customers. The Xenerqi limited liability on all claims of any kind for any loss or damage arising out of, resulting from or concerning any aspect of this agreement or from the Products mentioned hereunder shall not exceed the selling price of the specific Product which gives rise to the claim.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL XENERQI BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. XENERQI'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

In case of elevation, this warranty agreement is governed and construed in accordance with the laws of Hong Kong and both Xenerqi and the Purchaser agree to submit any claims to the jurisdiction of the courts of Hong Kong. Xenerqi reserves the right to decide whether any disputed items be resolved by arbitration or by means of any other legal recourse. If any provision in this Limited Warranty is held to be invalid or unenforceable, such provisions shall be considered deleted from this Limited Warranty statement and shall not invalidate the remaining provisions of the Warranty.

This warranty is effective for purchases of the Product on or after the effective date set forth below. Xenerqi reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Xenerqi on or after the effective date of such revised warranty. Effective Date: May 27, 2014

Below is the list of Xenerqi Product Series covered under this Limited Warranty as well as the Warranty period for each:

<u>Series</u>	<u>Warranty Period</u>
XEL Series	5 Years

Please contact a Xenerqi sales representative or distributor for details on the warranty term of the driver you are using, since those may vary between units and manufacturing dates as applicable.

