

Limited Lifetime Warranty

EmeryAllen, LLC, a South Carolina limited liability company ("**EmeryAllen**") values every customer and strives for complete satisfaction of all our products. As a part of the EmeryAllen difference, we dedicate ourselves to the ultimate in quality as well as customer service. For the original purchaser of EmeryAllen products (the "**Purchaser**"), EmeryAllen warrants all of their products will be safe for their intended use and are free from defects in material, functionality and workmanship when installed, used and maintained properly during the product's specified lifetime (the "**Lifetime**").

If your EmeryAllen product does not perform to its specified use during the product's specified Lifetime, EmeryAllen requests the customer to contact the dealer where you originally purchased our product within sixty (60) days after discovery of the defect and provide proof of purchase, which shows the original date of purchase and a manufacturing date code. If said code has been removed or altered, EmeryAllen reserves the right to not warrant the product. As it is EmeryAllen's mission to ensure customer satisfaction, EmeryAllen will replace all in-warranty product(s) at no cost (including shipping and handling charges associated with resending replacement products) to the Purchaser if EmeryAllen, in its sole discretion, determines the product is defective.

This warranty covers the Lifetime connected to the particular EmeryAllen product purchased by Purchaser. The Lifetime of each EmeryAllen product varies and will depend on factors including, but not limited to, average daily use of the EmeryAllen product. This warranty does not apply to any product(s) which have been subject to misuse or neglect, mishandling, vandalism, improper installation/application, modifications, installation of product to voltages outside the acceptable range defined in product specifications, improper AD/DC application, use in incorrect electronic transformers and dimmers or use in violation of any provided for product instructions. This warranty does not apply to accident(s), "acts of God" - such as high winds, lightning, power surges, flood, or other extreme/unusual weather conditions. This warranty does not include any damage to EmeryAllen products due to water (including without limitation, excessive salt water in coastal locations) along with any damage incurred to user equipment. Any and all expenses incurred for the removal and/or reinstallation of said user equipment is not covered under this warranty.

With the exception of a Purchaser who is an authorized distributor (a "**Distributor**") of EmeryAllen products, this warranty applies only to the original Purchaser and is not transferable. A Distributor may transfer its rights under this warranty to the original end-user purchaser of the EmeryAllen product, provided that such product is resold by Distributor in new condition and in its original packaging.

SUBJECT TO APPLICABLE LAW, THE REMEDIES SET FORTH ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES, AND OUR ENTIRE OBLIGATION AND LIABILITY, FOR ANY BREACH OF OUR LIMITED WARRANTY. SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EMERYALLEN'S OBLIGATION OR LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE YOU PAID FOR THE EMERYALLEN PRODUCT. ADDITIONALLY, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND. SOME STATES DO

NOT ALLOW FOR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

This warranty allows you specific legal rights and you may also have other rights, which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages. The above limitations and exclusions may not apply and will need to be examined on a case by case basis.

Please refer to the EmeryAllen Technical Guide for further information regarding best practices of use for EmeryAllen products.