WARRANTY INFORMATION

A. Standard Five (5) Year Warranty

1. BASIC TERMS

Optic Arts warrants that all Optic Arts-branded products sold by Optic Arts are free of defects in workmanship and materials for a period of five (5) years from the date of original shipment by Optic Arts with the exception of FLEX AC4 (version 1) which carries a three (3) year warranty.

2. COVERAGE

Optic Arts at its sole option, will repair or replace, F.O.B. California, freight prepaid, any Optic Arts product shown to be defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Optic Arts and is limited to three years from the original date of shipment. As explained in paragraph 6, below, Optic Arts is not responsible for any products subjected to inappropriate application or installed or modified in any way that is not in accordance with Optic Arts instructions. Optic Arts reserves the right to determine whether to repair or replace any item found to be covered by this warranty.

3. CONFORMING USE REQUIRED

Optic Arts is not responsible for the proper application of its products. Improper installation or application, or modification of any kind shall void this warranty. This includes use of any non-specified third party drivers, controllers or power supplies.

Note: if product is modified and warranty is voided the ETL listing is still valid. Optic Arts accepts no responsibility for the application of its product in any installation or for the design of the application itself.

4. LIMITATIONS AND EXCLUSIONS

Optic Arts will not accept or honor any charge-back, or charge for labor or material, in connection with this warranty. Optic Arts will not be responsible for any consequential or incidental damages in connection with any breach of this warranty, with repair or replacement being the sole and exclusive remedy. Optic Arts assumes no responsibility for the natural degradation of LEDs or advancements in LED technology. Newer products when used in conjunction with older systems may display higher lumen outputs than the preexisting products. Optic Arts’ warranty is in lieu of all other warranties including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. In no event shall seller be liable for incidental, compensatory, consequential, indirect, special or other damages. Seller’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.

5. NO ADDITIONAL WARRANTY FOR ITEMS RESOLD BY OPTIC ARTS

Optic Arts occasionally resells other manufacturers’ products. Optic Arts’ warranties do not apply to such products and Optic Arts specifically disclaims any responsibility for such products. Please note that these products may be covered by separate manufacturers’ warranties. Optic Arts disclaims any and all warranties with respect to the products of any other supplier, which other products are sold by Optic Arts “as is”.

6. MODIFICATIONS

No agent, employee or representative of Optic Arts has the authority to bind Optic Arts with respect to this warranty. Modifications must be in writing on Optic Arts’ letterhead signed by an officer of Optic Arts. Acknowledgments, purchase orders, or other standard printed materials of any party do not form a part of this warranty and are specifically excluded as a basis of warranty coverage or terms.