

## **POLICIES: Limited Warranty**

ENERGY FOCUS, INC. warrants its fiber optic cable to be free from defects in material and/or workmanship, under normal use and service, for a period to **one year** from the date of original purchase, provided the product is installed to the specifications outlined by ENERGY FOCUS, INC. ENERGY FOCUS, INC. warrants its illuminators, hardware, and fixtures *excluding the lamp* to be free from defects in material and/or workmanship, under normal use and service, for a period of **one year** from the date of original purchase. A Lighting System is defined as an ENERGY FOCUS, INC. illuminator coupled with ENERGY FOCUS, INC. fiber optic cable to deliver fiber optic lighting. The use of an ENERGY FOCUS, INC. component (illuminator or fiber optic cable) with a non-ENERGY FOCUS, INC. component voids all warranties. ENERGY FOCUS, INC. components are designed to be part of an ENERGY FOCUS, INC. system. Their use with other components will affect their performance and therefore will not be under warranty.

In the event of a defect in material or workmanship during the warranty period, ENERGY FOCUS, INC. will repair or replace (at its option) the component (s) under the conditions of this Warranty. ENERGY FOCUS, INC. will do so at its expense for the cost of materials but not for shipping. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS RELATING TO ANY BREACH OF WARRANTY BY ENERGY FOCUS, INC.**

### **LIMITATIONS, EXCLUSIONS AND OTHER RIGHTS:**

- A. EXCEPT AS PROVIDED HEREIN, ENERGY FOCUS, INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. Some states do not allow the exclusion of an implied warranty, so the above exclusion may not apply to you.
- B. IN NO EVENT SHALL ENERGY FOCUS, INC. BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ENERGY FOCUS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER APPLIES DURING AND AFTER THE WARRANTY PERIOD. Some states do not allow the exclusion or limitation of indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- C. ENERGY FOCUS, INC. is not responsible for defects or malfunctions in and/or damage to Lighting Systems where a sale is specifically made without warranty. In such sales, the disclaimers of warranty and liability, set forth above, shall continue to apply.
- D. This Warranty covers normal consumer use and does not cover damage which occurs in shipment or failure with results from alteration, theft, misuse, abuse, abnormal use, negligent installation, improper maintenance or where adequate care has not been taken to prevent ice or snow damage to the Lighting System.
- E. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

If you discover a defect or malfunction during the period to which this WARRANTY applies, write or phone ENERGY FOCUS, INC. for information on receiving warranty service. Please address your inquiries to:

ENERGY FOCUS, INC.  
Warranty Service/Customer Support  
Commercial Lighting Division  
32000 Aurora Road  
Solon, Ohio 44139  
1-(800)-327-7877

# ENERGY FOCUS LIMITED WARRANTY ON LED PRODUCTS

Energy Focus Inc. warrants its LED products to be free from defects in material and/or workmanship, under normal use and service for the period identified within this warranty from the date of original purchase, provided the product is installed to the specifications outlined by Energy Focus.

In the event of a defect in material or workmanship during the warranty period, Energy Focus Inc. will repair or replace (*at its option*) the component(s) under the conditions of this warranty. Energy Focus Inc. will do so at its expense for the cost of materials but not for shipping. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS RELATING TO ANY BREACH OF WARRANTY BY ENERGY FOCUS INC.**

## LED Docklight and LED Light Rails

WARRANTY COVERAGES (1) & (2)	
PERIOD	COMPONENT
Year-1	100% Component Coverage
Year-2	75% Component Coverage
Year-3	50% Component Coverage

(1) Warranty Coverage percent can be used toward a rebate on new EFOI product(s)

(2) Warranty pertains to product failure of zero light output

## LED MR16 Alternative

WARRANTY COVERAGES (1)	
PERIOD	COMPONENT
1-YEAR	Lamp

(1) Warranty pertains to product failure of zero light output

If you discover a defect or malfunction during the period to which this warranty applies, write or call Energy Focus Inc. for information on receiving warranty service. Please address your inquiries to:

**ENERGY FOCUS INC.**  
Warranty Service/Customer Support  
Commerical Lighting Division  
32000 Aurora Road  
Solon, Ohio 44139  
1-800-327-7877

## LIMITATIONS, EXCLUSIONS AND OTHER RIGHTS:

- A. Except as provided herein, Energy Focus Inc. makes no other warranties, express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and all such warranties are expressly disclaimed. Some states do not allow the exclusion of an implied warranty, so the above exclusion may not apply to you.
- B. In no event shall Energy Focus Inc. be liable for indirect, incidental, or consequential damages, even if Energy Focus Inc. has been advised of the possibility of such damage. This disclaimer applies during and after the warranty period. Some states do not allow for the exclusion or limitation of indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- C. Energy Focus Inc. is not responsible for defects or malfunctions in and/or to the product where a sale is specifically made without warranty. In such sales, the disclaimers of warranty and liability, set forth above, shall continue to apply.
- D. This warranty covers normal consumer use and does not cover damages which occurs in shipment or failure with results from alteration, accident, theft, misuse, abuse, abnormal use, negligent installation, improper maintenance or where adequate care has not been taken to prevent damage to the product.
- E. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.