



Aquarii Warranty Card

This limited warranty is provided by Aquarii, Inc. indicated as Seller on the invoice provided to the original purchaser of the LED lighting Product. Seller warrants that the Product will be free of defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation published for or provided with the Product (the "Specifications"). The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. **A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.**

If any Product covered by this warranty is returned by Purchaser within the Warranty Period referred to below in accordance with Seller's Product Return Policy (noted in Schedule "A"), and Seller determines to its satisfaction that such Product failed to satisfy this warranty, Seller will, at its option, repair or replace the Product or the defective part, or reimburse Purchaser for the purchase price, subject to the limited warranty terms and conditions set forth in attached Schedule "A". For the purpose of clarity, "repair or replacement of the Product or the defective part thereof" does not include any removal or reinstallation costs or expense, including without limitation labor costs or expenses. If Seller chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Seller may replace it with a comparable product.

This warranty shall become effective only upon satisfaction of the conditions set forth on Schedule "A". The warranty shall be in effect for a period (the "Warranty Period") of 5 years from the Product ship date.

This warranty only applies when the product has been properly handled, stored, transported, wired, installed and operated within the electrical values, operating range and environmental conditions provided in the Specifications. Seller will not be responsible under this warranty for any failure of the Product that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product; environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product and/or any third party not an authorized representative of Seller; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets or instructions of Seller; use of the



Product with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Seller's reasonable control.

This warranty shall become void in the event (a) any repairs, modifications, or alterations not specifically authorized by Seller are made to the Product by any person, (b) the Product has been serviced by personnel not authorized by Seller, (c) the Product is not used for the purpose for which it is designed, (d) the Product is exposed to operating conditions or environments other than those mentioned in the Specifications, product brochures, or user manuals, or (e) the serial numbers on the Products have been altered, defaced or rendered illegible.

The provisions of this warranty are exclusive and are given and accepted in lieu of any and all other warranties, whether expressed or implied, including without limitation any warranty against infringement and any implied warranties of merchantability or fitness for particular purpose, all of which are expressly disclaimed. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this warranty in any matter whatsoever.

Under no circumstances shall Seller's aggregate liability arising out of or in connection with a defective Product, in contract, tort or otherwise, exceed the purchase price of the Product to which such liability relates. In no event shall Seller be liable for special, incidental, consequential, indirect or compensatory damages, including, without limitation, damages resulting from loss of use, profits, business or goodwill.

Seller reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

This warranty may not be transferred or assigned by the original end user and product must be purchased directly from Seller or an authorized distributor or representative of Seller.



Schedule "A"

The following conditions must be met in order for Aquarii's warranty to become effective:

1. All invoices related to the Product under warranty must be paid in full.
2. Purchaser must notify Seller in writing within 30 days of discovering a defect in the Product.

Aquarii's Product Return Policy:

1. Before returning any product to Aquarii, please call customer service to receive an RMA number for your return. Product returned without an RMA will delay or may void any return credit.
2. Clearly note RMA number next to the address label on the shipping container and packing slip.
3. Please return all product "freight prepaid" unless instructed otherwise by customer service.
4. Please ship all Returns to the following address:

Aquarii, Inc
c/o Product Returns
3195 Vickery Road
North Syracuse, NY 13212