

FIVE STAR FIVE YEAR / TWO YEAR LIMITED WARRANTY

FIVE Year Warranty on LUMENYTE® Optical Fiber

Lumenyte guarantees for five (5) years that its optical fiber will transmit light along its length and be substantially free of voids and contaminants, subject to the terms below.

TWO Year Warranty on LUMENYTE® Illuminators and Peripherals

Lumenyte guarantees for two (2) years that the illuminator (excluding the lamp), tracking, fitting and other peripherals will be free from defects in materials and workmanship, **subject to the terms below.**

Warranty Terms: Lumenyte International Corporation (LIC) will replace or repair, at its sole option, any defective LUMENYTE® STA-FLEX® optical fiber, Lumeflex™ optical cable or any illuminator, or any tracking, fitting or other peripheral purchased from LIC measured from the date of original invoice. During the first year, the material will be repaired or replaced at no charge to the purchaser. After the first year, the purchaser will pay for a portion of the then current suggested retail costs of any materials used, which portion will be 35% for optical fiber and 65% for all other items during the second year, 50% for optical fiber during the third year, 75% for optical fiber during the fourth year, and 90% for optical fiber during the fifth year. LIC reserves the right to charge for all labor required to perform such repair or replacement. LIC hereby assigns to the purchaser any warranty given to LIC, which may be so assigned, subject to the terms herein. This warranty is given to the purchaser from LIC and may not be assigned or otherwise transferred to any other party. All products purchased under these warranty terms must be purchased by the purchaser directly from LIC.

Warranty Conditions: This warranty will only become effective if purchaser has completed the enclosed warranty registration card and mailed it to LIC within (30) days of delivery of the items warranted. This warranty will be void if the warranted items (a) are not used, installed and/or maintained as specified or recommended by the manufacturer, including, but not limited to (i) mishandling such as stretching, pulling, kinking, breaking, crimping, cutting or scratching of optical fiber and cable, (ii) exposure of the inner core to liquids or moisture, (iii) installation of non-jacketed optical fiber without UV protection as specified by LIC, (iv) use of illuminators which do not protect the optical fiber from UV or infrared rays or heat, (v) misplacement of illuminator(s) or use with dimming devices which cause them to overheat, (vi) failure to follow installation and maintenance manuals and/or instructions provided by the manufacturer; (b) are modified or altered in any way by anyone other than LIC; or (c) are not made available to LIC or its authorized representatives for inspection, along with all installation, maintenance and other appropriate documents, when a warranty claim is made. No incidental, consequential or other damages (including, but not limited to, costs of dismantling, shipping, reinstalling or other related costs) will be paid under any circumstances. The Lumenyte Limited Warranty becomes void if illuminator replacement parts (with the exception of lamp replacements) are not either installed by the factory or by a Lumenyte Certified Installer. Call LIC Customer Service to obtain an RMA number or to obtain a list of Certified Installers.

Disclaimer of Other Warranties: This warranty is the sole and exclusive remedy for any claims relating to items purchased from or through Lumenyte International Corporation; and no other warranties, express or implied, are given, including warranties or merchantability or fitness for any particular purpose. Lumenyte will not be responsible for any representation, promise or expansion on this limited warranty by any dealer, sales or manufacturing representative or distributor of the products covered by this warranty. In the event that there is any statutory expansion of the provisions of the warranty expressed herein, the item will be deemed purchased on an as-is basis as to such expansion. Except as provided in this limited warranty all items are purchased in an as-is condition.



LUMENYTE INTERNATIONAL CORPORATION 74 Icon • Foothill Ranch, CA 92610 USA
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DCN# 650004 Rev.B

LUMENYTE INTERNATIONAL CORPORATION

TERMS AND CONDITIONS

1. **Orders:** Orders will be accepted only after a written Purchase Order has been completed and signed by **the customer**. The order shall be subject to all sales, excise and other taxes. Customer is responsible for furnishing resale certificate. Production begins after all credit terms are approved (receipt of prepayments) and P.O. product specifications are confirmed. Lumenyte International Corporation reserves the right to put all owners on notice maintaining our lien rights. Customer is required to furnish all necessary preliminary lien information upon request by LIC. All payments are made in U.S. dollars.
2. **Credit:** All new credit accounts must sign a completed application obtained from their representative or from Lumenyte International Corporation (LIC). Unless credit is established, all sales will be prepaid by acceptable payment method to LIC. Please allow two weeks to establish credit.
3. **Terms:** Payment terms of credit for customer will be determined by LIC based on business consideration, credit history, years in business and size of company. LIC reserves the right to hold any orders if an account has open invoices that extend beyond payment terms or require prepayment on subsequent purchases. Late charges of 1-1/2% per month will be added to all past due invoices.
4. **C.O.D. Orders:** All C.O.D. orders are to be paid with cash, cashier's check or certified check for the total amount of the purchase including all shipping charges. Company checks are accepted only upon pre-approval by LIC credit department.
5. **Credit Card Orders:** At the sole discretion of LIC, orders may be paid with an approved credit card. Customer is responsible for furnishing a completed and signed credit card authorization form.
6. **International Orders:** All orders to be shipped outside of the United States must be prepaid by check drawn on a U.S. bank, credit card, or by wire transfer prior to shipping. A wire transfer fee may apply.
7. **Shipping:** Standard orders are scheduled for shipment within ten working days of receipt of purchase order. Consult factory for lead-time for custom orders. Rush orders will incur a 15% processing charge UP TO \$100.00 (minimum \$50). All shipments are F.O.B. Lumenyte's Plant Foothill Ranch, California. Collect or pre-paid and additional methods of delivery and routing shall be at seller's discretion. Warranty orders are exempt from this policy.
8. **Returns:** All returns require a Return Material Authorization Number (RMA#) assigned by LIC personnel. LIC will not be responsible for product returned without an authorized RMA#. Returned items are subject to a 25% restocking fee on items that can be returned to inventory. Returns must be made within three months of original shipping date and accepted by LIC for product credit only. There will be no cash refunds. Custom products, including optics cut to length, are not returnable. Customer is responsible for all shipping charges.
9. **Installation:** Unless installation of product is completed by employees of LIC, or one of LIC's certified installers, LIC will not assume responsibility for the installation or any defects, loss or damage which may result there from. It is understood that the customer bears full risk of loss with respect to product installation by third party contractors, whether or not such contractor has been recommended or referred by LIC.
10. **Loss or Damage:** The customer should take up loss or damage of shipments with customer's local agent or shipping firm. LIC will provide a copy of the original bill of lading and other shipping documents that will assist the customer in filing a claim with the carrier.
11. **Warranty:** Refer to the Limited Warranty for details of limitations and exclusions.
12. **Payment of Invoices:** Remit to Lumenyte International Corporation • 74 Icon • Foothill Ranch, California 92610. Telephone: (949) 829-5200 • Facsimile: (949) 829-5201. **Wire transfers should be forwarded to Union Bank of California, 27730 Santa Margarita Parkway, Mission Viejo, CA 92691 • Routing Number: 122000496 for the Account of Lumenyte International, Account Number: 6160026888.**
13. Prices are subject to change without notice.
14. All prices are stated in U.S. dollars.



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EMAIL: licinfo@lumenyte.com **WEBSITE:** www.lumenyte.com **TEL:** 949.829.5200 **FAX:** 949.829.5201

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