

Revised 1/25/2021

<https://www.energyfocus.com/company/terms-and-conditions/warranty/>

Energy Focus Standard Products Limited Warranty

Energy Focus, Inc. ("Energy Focus") provides the following warranty ("Warranty") to the original end user ("Customer") for products identified below which are manufactured by or for Energy Focus and advertised as Energy Focus products ("Energy Focus Products"): The Energy Focus Products will be free from defects in material and workmanship under normal use and service for the warranty term set forth below ("Warranty Term") beginning on the date of purchase by the Customer (the invoice date); provided the Energy Focus Product is either installed to the specifications provided in the corresponding Energy Focus Product Specification Sheet and Installation Manual or operated in accordance with the instructions provided in the corresponding Energy Focus Product Operations Manual, as applicable. For installed Energy Focus Products, it is the responsibility of Customer and installer to obtain the Specification Sheet from Energy Focus prior to installation.

The Warranty Term is ten (10) years for the following Energy Focus Products:

- **EnFocus® Tubular LED Lamps**
- **Commercial T5 High Output LED Lamps**

The Warranty Term for the following Energy Products is either ten (10) years or five (5) years as specified at the time of purchase:

- **D-Series Tubular LED Lamps**

The Warranty Term for the following Energy Focus Products is two (2) years:

- **nUVo Portable UV-C Air Disinfection Room Device (excluding UV-C lamp)**

The Warranty Term for the following Energy Focus Products is one (1) year:

- **All UV-C Lamps for UV-C Disinfection Products**

The Warranty Term is five (5) years for all other Energy Focus Products including but not limited to the following Energy Focus Products:

- **Red Cap Emergency Tubular LED Lamps**
- **V-Series Tubular LED Lamps**
- **Twin Tube (LEDTT)**

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- **EFO- LEDGL Globe Lights**
- **LEDGL LED Hazardous Globe Lights**
- **LEDFDI Troffer Fixtures**
- **abUV UV-C Air Disinfection Troffer Fixtures**
- **LED SW Switches**

Third Party Products are any items: (i) which are advertised by Energy Focus as third party products; or (ii) are not advertised by Energy Focus as Energy Focus products but are sold by Energy Focus to Customer. All Third-Party Products will be subject to the terms and conditions of the manufacturer's warranty, if any, for such Third-Party Products, and only to the extent Energy Focus is able to pass such warranty on to the Customer. Energy Focus does not further extend warranty coverage past the manufacturer's warranty for Third Party Products.

If an Energy Focus Product covered by this Limited Warranty is returned in accordance with Energy Focus' Return Policy set forth in the Energy Focus Terms and Conditions of Sale located at <https://www.energyfocus.com/company/terms-and-conditions/terms-conditions-sale/> within the applicable Warranty Term and Energy Focus, at its sole discretion, determines that the returned Energy Focus Product is defective, Energy Focus will replace the Energy Focus Product. No other form of compensation shall be implied from any effort or intent by Energy Focus to replace the Energy Focus Product, including but not limited to any costs associated with installing or removing the Energy Focus Product, shipping (except as set forth in the Return Policy for Ecommerce Purchases) or storing the Energy Focus Product, or time between the removal or re-installation of replacement Energy Focus Product. If Energy Focus is unable to replace the Energy Focus Product due to discontinuation, availability, or any other unforeseen circumstance, Energy Focus may elect to replace the Energy Focus Product with a comparable Energy Focus Product.

This Warranty does not apply to defects or failure of the Energy Focus Product resulting from damage caused by force majeure events such as floods, hurricanes, and other natural disasters, abuse, misuse, alteration, power surges, corrosive environments, abnormal use or conditions, neglect, or where adequate care has not been taken to prevent damage to the Energy Focus Product. This Warranty is not applicable to any Energy Focus Product which is not installed and operated in accordance with the current edition of the National Electric Code (NEC), all applicable state and local codes, the Underwriters' Laboratories, Inc. (UL) standards for safety, and all applicable American National Standards Institute (ANSI) and the Energy Focus instructions for installation and operation. This Warranty will become null and void in the event any repairs or alterations not authorized by Energy Focus in writing are made to the Energy Focus Product.

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THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR ENERGY FOCUS PRODUCTS AND THE SOLE AND EXCLUSIVE LIABILITY OF ENERGY FOCUS FOR THE ENERGY FOCUS PRODUCTS AND THE THIRD-PARTY PRODUCTS. ENERGY FOCUS WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF WARRANTY, TORT OR OTHERWISE, INCUR LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR COMPENSATORY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, USE OR GOODWILL AND IN NO EVENT SHALL ENERGY FOCUS' AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE OF THE ENERGY FOCUS PRODUCT OR THIRD-PARTY PRODUCT TO WHICH SUCH LIABILITY RELATES. EXCEPT AS PROVIDED HEREIN, ENERGY FOCUS 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.

Energy Focus reserves the right to modify this Warranty from time to time and any modifications shall be effective for all purchases of Energy Focus Products after the effective date of the revised Warranty.

Upon discovery of a defect or malfunction during the Warranty Term, please address all inquiries to Energy Focus at:

Energy Focus, Inc.

Phone: [800-327-7877](tel:800-327-7877) e-mail: customerservice@energyfocus.com

Effective January 25, 2021