

**Lumina Power, Inc.**  
**26 Ward Hill Ave**  
**Bradford Ma. 01835**

## **PRODUCT LIMITED WARRANTY**

Lumina Power, Inc., as Seller, warrants that each Product sold by it is free of defects in materials and workmanship. Duration of warranty is as follows:

- a. All Chassis enclosed products are covered for twenty four (24) months from date of shipment. Products included but are not limited to the following product families: LDD, LDDHC, LDY, LDYHC, LDQCW, XLB (excluding XLB-300), MLB, CCPF and CCHP. Custom fully enclosed products may be covered for the same 24 months. Please consult factory for specific terms.
- b. All Open Frame products are covered for 12 months from date of shipment. Open frame power supplies are defined as any product that is not enclosed in a metal or plastic enclosure. Products included but are not limited to the following product families: LDPC, LDQPC, XLB-300 and any open frame custom products.
- c. All products returned for repair are covered for a period of 6 month or the balance of the original warranty, whichever is longer.

Warranty is not transferable to parties outside of original Buyer's corporate or educational organization. Seller will have sole discretion in making determination of validity of warranty if the Product is transferred to a different user group than the original Buyer.

Normal wear and tear and items expendable in normal use are not covered by this warranty.

All warranty repair or replacement of parts shall be limited to Product malfunctions, which, in the sole opinion of Seller, are due or traceable to defects in original materials or workmanship. Such determination will be made when the Product is returned to the Seller's factory, transportation prepaid by the Buyer, within the warranty period.

All obligations under this warranty shall cease immediately in the event of abuse, accident, alteration, misuse, or neglect of the Product. Use and service of the Product in a manner not in accordance with the Owner's Manual (if furnished) will likewise cause all obligations under this warranty to cease. Repaired or replacement parts are warranted only for the remaining unexpired portion of the original warranty period for the Product. After expiration of the applicable warranty period, Buyer shall be charged at the then current prices for parts, labor and transportation.

Seller has no responsibility under this warranty for the cost of any work (material, labor, and/or other expenses) performed by or incurred by Buyer or any third party for modification or repair of the Product unless specifically authorized in advance in writing by Seller.

Reasonable care must be used to avoid hazards. Seller expressly disclaims responsibility for loss or damage caused by use of its Products other than in accordance with proper operation procedures.

Other than those expressly stated herein, there are no other warranties of any kind, expressed or implied, and specifically included but not by way of limitation are the implied warranties of fitness or merchantability for a particular purpose.

It is understood and agreed the seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by the purchaser and under no circumstance shall seller be liable for special, indirect, incidental or consequential damages. The price stated for the product is a consideration in limiting seller's liability. No action, regardless of form, arising out of the transactions of this agreement may be brought by purchaser more than one year after the cause of action has accrued.

Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part of product, or at seller's option (ii) return of the product and refund of the purchase price, and such remedy shall be the buyer's entire and exclusive remedy.