

NORIBACHI STANDARD THREE (3) YEAR LIMITED WARRANTY FOR LEGACY BULBS & FIXTURES

EFFECTIVE 8/15/2013

LIMITED WARRANTY

Noribachi Corporation ("Noribachi") warrants its low lumen output LED Bulbs and Fixtures ("Product"), when delivered in new condition and in its original packaging, will be free of defects in material and workmanship under normal use in suitable applications within rated electric service limitations for a period of **THREE (3) YEARS** from the date of original purchase ("Warranty Period"). The determination of whether the Product is defective shall be made by Noribachi 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 Noribachi determines the Product is defective, Noribachi will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Noribachi or applicable electrical codes; failure to use the product for the purpose for which it is designed; or improper service of the Product performed by someone other than Noribachi or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product.

Noribachi reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Noribachi in its sole discretion, and warranted for the remainder of the original warranty period.

To make a warranty claim, you must notify Noribachi in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Noribachi's other warranty requirements. Upon receiving that notice, Noribachi may require you to promptly return the Product to Noribachi, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Noribachi Corporation, 4928 West Rosecrans Ave., Hawthorne, CA 90250.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL NORIBACHI BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCT GIVING RISE TO ANY CLAIM.

THIRD PARTY WARRANTIES

This limited warranty only applies to specified Noribachi LED bulbs and fixtures. It does not apply to and NORIBACHI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE with respect to any accessories, components or products not manufactured or assembled by or for Noribachi, but Noribachi will make available to the Customer, to the extent permitted by law and the relevant warranties of manufacturers of such accessories, components or products, the warranties of the manufacturer upon timely written notice of a claimed defect.

GOVERNING LAW

All claims arising out of the purchase and use of the Product and the Limited Warranty provided herein shall be governed by the laws of the State of New Mexico and by purchasing a product, accessory or component from Noribachi or an Authorized Distributor or Dealer, Customer agrees to submit to the personal jurisdiction and venue of the federal and state courts located in Bernalillo County, New Mexico.

This warranty is effective for purchases of Product on or after the effective date set forth above. Noribachi reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Noribachi on or after the effective date of such revised warranty.