



The 24-Hour Spectrum of Health

## CIRCADIAN LIGHT PRODUCTS 5 YEAR LIMITED WARRANTY

1. Circadian ZirLight, Inc. ("Circadian") warrants to the original purchaser (the "Original Purchaser") that each of its LED lighting products (the "Circadian Light Products") and the finish on the Circadian Light Products will both be free from defects in material and workmanship. This warranty shall be valid for a period of five (5) years from the date of shipment of the Circadian Light Products from Circadian's manufacturing facility. This Limited Warranty extends only to the Original Purchaser. Manufacturers of powers supplies, LED modules, emergency batteries, photocells, poles and other components incorporated into the Circadian Light Products are solely responsible for any costs or expenses related to any warranty claims, repairs, or replacements associated with any such component(s) in accordance with their warranty policies. Contact information for any such manufacturer may be obtained from an authorized Circadian customer service representative.

2. A Circadian Light Product will be considered defective if it fails to operate in accordance with the performance specifications set forth in the documentation accompanying the Circadian Light Products or on specification sheets published by Circadian. Circadian Light Products 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 a Circadian Light Product. The finish on a Circadian Light Product will be considered defective if it exhibits cracking, peeling, excessive fading or corrosion during the term of this Limited Warranty. During the Limited Warranty period some fading, staining or chalking of the finish may occur. This is normal aging for the finish used, is not a manufacturing defect, and is not covered by this Limited Warranty.

3. Circadian, or its designated agent shall have the right to inspect any Circadian Light Products prior to executing any remedy provided by this Limited Warranty. The Original Purchaser shall be responsible for safeguarding and holding any alleged defective product for Circadian's inspection. Circadian shall have the option, in its sole discretion, to (a) instruct the Original Purchaser to ship the Circadian Light Products, or any part thereof, to Circadian at the Original Purchaser's expense, (b) to have its designated agent inspect the product at the original purchaser's premises, or (c) to require the Original Purchaser to supply to Circadian digital photographs of the defective Circadian Light Products, or any part thereof.

4. At Circadian's option, should any Circadian Light Products, or part thereof, be determined by Circadian to be defective, Circadian's obligation shall be limited to its choice of the following: (a) furnishing a replacement Circadian Light Product; (b) supplying replacement parts for the defective Circadian Light Product; (c) repairing the defective Circadian Light Products; or 4) giving the Original Purchaser a credit for the defective Circadian Light Products, or part thereof. If Circadian chooses to replace the Circadian Light Products and is not able to do so because it has been discontinued or is not available, Circadian may replace the Circadian Light Products with a comparable product. The Original Purchaser shall be responsible for all costs of packaging and shipment of the replacement Circadian Light Products or any part thereof to and from Circadian's factory. Circadian reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. This Limited Warranty excludes, among other items, reimbursement for inconvenience, field labor, providing access to products (scaffolding, lifts, reinstallation, etc.), removal, loss of use, damages arising from product failure, or any other costs or expenses. Furnishing of a replacement Circadian Light Product or a replacement part under the terms of this Limited Warranty shall not begin a new warranty period related to such replacement Circadian Light Product or part but rather shall be limited to the original warranty period associated with the defective Circadian Light Product.

5. This Limited Warranty, without limitation, does not apply to and excludes claims or damage to the Circadian Light Products or part thereof resulting from any cause other than defective materials workmanship, including, but not limited to, claims and damages resulting from: (a) incorrect or improper handling, storage or installation of Circadian Light Products or part thereof; (b) failure to follow operating, maintenance or environmental instructions prescribed by Circadian or applicable electrical codes; (c) fault or negligence of the original purchaser, any end user of the Circadian Light Products and/or any third party; (d) misuse, abuse, negligence, accident or use of the Circadian Light Products beyond product specifications; (e) connection of the Circadian Light Products to third party controls, sensors, dimmers, emergency packs, batteries, signal lines or devices, etc.; (f) alteration or repair of the Circadian Light Products by anyone but Circadian or its authorized representatives, 7) acts of God or accident; (g) improper maintenance or service of the Circadian Light Products; (h) abnormal site or usage conditions, including, but not limited to, animal or insect activity, power surges; improper power supply; electrical current fluctuations, including under/over voltage or under/over current; corrosive environment installations; excessive ambient temperatures; induced vibration; harmonic oscillation, or resonance associated with movement of air currents around the Circadian Light Products; (i) fire; (j) vandalism, and (k) civil disturbances. This Limited Warranty, without limitation, does not apply to and excludes claims related to field labor and service charges related to the repair or replacement of Circadian Light Products.

6. If the Original Purchaser, or subsequent purchasers, issues a warranty to its customers that differs from this Limited Warranty, such warranty shall not amend or modify this Limited Warranty and Circadian shall not be responsible for any portion of the Original Purchaser's, or subsequent purchaser's, warranty.

**7. CIRCADIAN MAKES NO FURTHER WARRANTIES WHATEVER, EXPRESS OR IMPLIED, AND ALL FURTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL CIRCADIAN HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES CLAIMED BY THE ORIGINAL PURCHASER, CONSUMER, OR ANY OTHER PARTY IN CONNECTION WITH THE CIRCADIAN LIGHT PRODUCTS OR THIS LIMITED WARRANTY. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY WITH RESPECT TO ANY CIRCADIAN LIGHT PRODUCTS WHICH IS DEFECTIVE SHALL BE LIMITED TO THE EXPRESS REMEDIES AS STATED IN PARAGRAPH 4 HEREOF.**

8. No modification of this Limited Warranty shall be in effect unless issued in writing and signed by Circadian's authorized representative. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Limited Warranty in any manner.

9. If any of provision of this Limited Warranty is determined to be unenforceable, the remainder shall remain in full force and effect.

10. This Limited Warranty shall be governed by the laws of the Commonwealth of Massachusetts, United States of America.

**Effective March 1, 2017.  
This supersedes all previous warranties.**