

CINEO

L I G H T I N G TM

Limited Warranty

Products from Cineo Lighting, Inc are warranted against defects in materials and workmanship for two years from the date the Product is shipped to Customer. Products are guaranteed to perform substantially in accordance with the accompanying written materials within the warranty period under normal use.

If the Product fails to work as warranted, Cineo Lighting will, in its sole discretion, repair or replace the Product with a new or remanufactured Product that is at least equivalent to the original Product. Customer must obtain a Return Material Authorization number from Cineo Lighting before returning any Products under warranty to Cineo Lighting.

Customer shall pay expenses for shipment of repaired or replacement Products to Cineo Lighting's repair facility. Any repaired or replaced Products will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Cineo Lighting will pay shipping of repaired goods back to the customer. After examining and testing a returned product, if Cineo Lighting concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense.

This Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, or use outside of normal operating conditions. Warranty is void if serial number has been defaced or removed.

NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. ELEMENT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. CINEO LIGHTING EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ELEMENT AND ITS LICENSORS, DISTRIBUTORS, AND SUPPLIERS (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, INSTALLATION COSTS, LOST SAVINGS, BUSINESS INTERRUPTION, LOST BUSINESS INFORMATION, OR ANY OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF ELEMENT OR ITS LICENSORS, DISTRIBUTORS, AND SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CINEO LIGHTING'S TOTAL LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS.

Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. The above limitations shall apply notwithstanding the failure of any limited remedy to fulfill its essential purpose.

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