

Limited Product & Service Warranty

Verde Solutions LLC ("Verde") warrants all LED fixtures to be free from defects in materials or workmanship for up to ten (10) years from date of purchase based on manufacturer's warranty when properly stored, installed and maintained and used in a manner consistent for which they are designed.

Verde warrants that all installation services will conform to the requirements of the purchase order and will be free from defects for a period of three (3) years from date of install.

In no event shall Verde be responsible for problems or damages resulting from: (1) failure to install fixtures in applications where ambient temperatures are within the range of specified operating temperatures; (2) fixtures that are not installed or operated in compliance with the manufacturer's printed instructions and applicable building, mechanical and electrical codes; (3) external causes such as accidents, fires, explosions, earthquakes, floods and thunderstorms, vandalism, improper power supply, power surges or dips, excessive switching, induced vibration, animal or insect activity or the fault or negligence of any third party not engaged by Verde; (4) improper or unauthorized use, installation, handling, storage, alteration, maintenance or service or failure to comply with any applicable codes and/or recommendations or instructions of Company; or (5) any other causes not related to product performance or occurrences beyond Company's reasonable control. Verde shall in no event be responsible under this limited warranty for any deterioration, corrosion or discoloration of fixtures. This limited warranty extends only to the original end purchaser of fixtures and may not be transferred or assigned by the purchaser. Verde will not be responsible for costs related to troubleshooting, removal, installation, or service.

The warranty herein is expressly in lieu of any and all other warranties, expressed or implied. No implied warranty of merchantability or fitness for a particular purpose shall apply. This warranty sets forth Verde's responsibilities regarding its LED fixtures and claimant's exclusive remedy. Verde will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special, punitive or exemplary damages, including but not limited to, loss of profits or revenues, loss of use or productivity of Verde fixtures or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers arising out of this warranty which are alleged to have been caused by Verde fixtures. Verde's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the product or services furnished hereunder shall not exceed the price of the specific Verde product which gives rise to the claim.