

SYSTEMS COVERED UNDER LIMITED WARRANTY

The Limited Warranty of XtraLight[®] Manufacturing, Ltd. (XtraLight), strictly applies to all UV-C systems manufactured by XtraLight. The term “system” refers to any XtraLight device that incorporates UV-C Lamps. XtraLight’s UV-C Limited Warranty applies to all XtraLight UV-C systems as set forth below:

MATERIALS AND DURATION

- Ten year warranty on housing
- Three year warranty on UVC power sources
- One year warranty on UVC lamps, sleeves, and sensor(s)
- Warranty commences from date of purchase

Each system is manufactured from new parts. XtraLight will repair or replace, any defective parts covered under the warranty at their discretion. Shipping and handling are not included in this warranty. Parts repaired or replaced will be covered under warranty to the end of the original warranty period. This warranty is also subject to the conditions and limitations as outlined below.

SYSTEMS NOT COVERED UNDER LIMITED WARRANTY

- Damage from use outside the system’s usage and/or storage parameters
- Damage from use of parts not manufactured and/or sold by XtraLight
- Damage from modification or incorporation into other systems
- Damage from repair or replacement of warranted parts by any entity other than XtraLight
- Damage to or loss of any system or equipment onto which an XtraLight system is installed
- Damage from use of materials other than XtraLight approved materials during cleaning/maintenance
- Damage due to the failure to perform recommended preventative maintenance as required by the application environment (such as the routine cleaning of accumulated dirt and debris)
- Damage from accident, fire, extraordinary weather conditions, electrical current fluctuations, or excessive voltage coverage
- Damage caused by improper use or maintenance, accidents, acts of God, minor scratches, or imperfections that do not materially impair the operation of the system

These limited warranties outline the exclusive remedy for all claims based on a failure or defect in any of these systems. They are in lieu of all other warranties whether written, oral or implied or statutory.

Under no circumstance shall XtraLight have any liability for liquidated damages for collateral, consequential or special damages or for loss of profits, or for actual losses or for loss of systems or progress of construction, regardless of the cause of such damages or losses. In any event, XtraLight’s aggregate total liability shall not exceed the specific system purchase price. The purchaser agrees to indemnify and hold harmless XtraLight from all claims by third parties in excess of these limitations.

XtraLight does not assume any liability for personal injury or property damage caused by the use or misuse of any of its systems. XtraLight shall not in any event be liable for special, incidental, indirect or consequential damages. XtraLight’s liability shall, in all instances, be limited to replacement of the defective system or part and this liability will terminate upon expiration of the applicable warranty period.

EXCLUSIVE REMEDY

Repair or replacement is the sole remedy available, and this limitation applies whether damages are sought, or claims made under contract claim, tort claim including negligence and strict product liability, or any other claim arising from a defective product. Liability for incidental or consequential damages is hereby expressly excluded. XtraLight is not liable for any claim made by a third party or made by you for a third party. XtraLight is not liable for any other loss or expense whatsoever resulting from a defective product, except as expressly set forth in this Limited Warranty. XtraLight makes no other warranties, express or implied including but not limited to any warranties of merchantability or fitness for a particular purpose. Any implied warranties that may be imposed by law are limited to the terms of this Limited Warranty.

PROCEDURE FOR CLAIMS

Any person or entity desiring to make a claim under this Limited Warranty (the “Claimant”) shall notify XtraLight promptly in writing by email to CustomerService@xlm.com. Please includes in the subject line: **Warranty Claim**. Proof of purchase is required to process claims. Should XtraLight desire to examine the system prior to disposition of any claim, XtraLight shall specify a destination to which the claimed defective system is to be shipped. Notwithstanding, the Claimant shall not dispose of a claimed defective system until the claim has been resolved. Upon receipt of the claimed defective system, XtraLight will undertake such examinations of the system as it deems necessary or desirable. If XtraLight concurs that the system incurred a defect within the warranty period, XtraLight will repair or replace the system and return it, freight paid by the Claimant. The burden of showing appropriate installation, maintenance and repair is on the Claimant. If the system reviewed by XtraLight does not meet the requirements of this Limited Warranty, XtraLight shall notify the Claimant and the Claimant shall notify XtraLight promptly that either (a) XtraLight is to repair or replace the System at the Claimant’s sole cost with the return to the Claimant being freight collect; or (b) that XtraLight is to dispose of the system at the Claimant’s sole cost.