

# Warranty Information

Nu Power Associates, Inc. ("Nu Power"), 2651 Crimson Canyon Dr., Ste 180, Las Vegas, NV 89128 warrants that its LED Drivers will be free from defect in material and workmanship from the date of manufacture by Nu Power for three years.

This warranty is conditioned upon proper storage, installation, use and maintenance. This warranty is not applicable to any LED driver which is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI), and with Nu Power's instructions and guidelines for the LED driver. This warranty is not applicable to any LED drivers subjected to abnormal stresses and operating conditions. This includes, but is not limited to, excessive temperatures as specified in Nu Power's published literature.

Nu Power shall correct any defects, at Nu Power's option, by either repairing any defective part or parts or by replacing any defective part or parts or by making available a new replacement LED driver.

Nu Power reserves the right to examine all failed LED drivers and reserves the right to be the sole judge as to whether any LED driver is defective and covered under this warranty. This express limited warranty is extended by Nu Power only to the original purchaser.

Warranty claims: After contacting Nu Power, the purchaser / user shall promptly return the product, pre-paid at users expense, after receiving instructions regarding if, when and where to ship product. All returns require a returned material authorization (RMA). Failure to follow this procedure shall void this warranty.

**NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.** The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. This warranty sets forth Nu Power's responsibilities regarding the LED Drivers and claimant's exclusive remedy.

## **LIMITATION OF LIABILITY.**

Nu Power will not under any circumstances whether as a result of breach of



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contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of use of LED Driver or any other goods or associated equipment to damage to any associated equipment, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers.

Nu Power'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 of from the product or services furnished hereunder shall not exceed the price of the specific LED driver or LED drivers which gives rise to the claim.

This warranty gives the claimant specific legal rights. The claimant may also have other rights which vary from state to state.