



300 Spectrum Center Dr. Ste 400, Irvine, CA 92618

LIMITED WARRANTY

Mocha Partners Inc. (d.b.a) Mocha Lighting, warrants that all products sold hereunder to be free from defects in material and workmanship, when used under normal commercial usage for lighting.

Mocha Lighting defines the normal commercial usage for lighting as the equivalent to a single shift, forty (40) hour, work week.

Mocha Lighting warranty periods described as follows:

10 YEARS All LED lighting fixtures are warranted for a period of 10 years from date of manufacture. The LED power supply for all LED lighting elements is warranted for a period of 10 years. Note that LED products are not field serviceable if a defect occurs to an LED product during its warranty period and upon approval from a Mocha Lighting representative, the product must be returned for repair or replacement.

During the warranty period, Mocha Lighting will repair, or at its option, replace the defective product/component during the stated warranty period. This warranty applies only to the repair or replacement of the product/component and only when the product/component is properly handled, installed and maintained according to Mocha Lighting/Manufacturer instructions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify Mocha Lighting in writing within 45 days of defect. Mocha Lighting reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty.

This warranty does not apply and no other warranty applies to:

- »Normal wear and tear, which are to be expected over the course of ownership.
- »Damage caused by the carrier in-transit, which will be handled under separate terms.
- »Damage as a result of poor storage or warehousing of the product.
- »Modifications or attachments to the product that are not approved by Mocha Lighting.
- »Products that were not installed, used, or maintained in accordance with the product instructions and warnings provided in packaging.

WARRANTY ACTIVATION / SERVICE CLAIMS

This warranty is automatically activated after Mocha Lighting receives a completed warranty registration form within 30 days of installation or 60 days of shipment, whichever is shorter. An acknowledgement will be sent for each registration

along with a reference number for future correspondence. Warranty claims can be made by contacting Mocha Lighting Customer Service with the warranty reference number to initiate the process for problem resolution.

LABOR OPTIONS

This warranty excludes field labor or service charges related to the repair or replacement of the product/component. Additionally, no labor allowance is made for any lamp and/or ballast replacement during the warranty period. However, if a material and/or workmanship defect is discovered, Mocha Lighting may consider, at its sole discretion, to reimburse user for labor options per the following:

1. Labor options must be pre-approved by Mocha Lighting. Any labor option not pre-approved will not be eligible for reimbursement.
2. Should a labor option be approved, Mocha Lighting shall contact a service provider and coordinate replacement at no cost to the user of product/component, or
3. Mocha Lighting will reimburse the purchaser reasonable, customary, and necessary labor charges required to install the replacement.

RETURN OF DEFECTIVE PRODUCT/COMPONENT

If product is found to be defective, within its warranty period, please contact a Mocha Lighting customer service representative for a Return Material Authorization number (RMA). After contacting Mocha Lighting and receiving a return material AUTHORIZATION NUMBER, the user shall promptly return the product and/or component at the user's expense to Mocha Lighting after receiving instructions as to if, when and where to ship product/component. Failure to follow this procedure shall void this warranty. See terms and conditions for RMA procedure.

REPLACEMENT OF PRODUCT/COMPONENT, LIMITS OF LIABILITY

The foregoing shall constitute the sole and exclusive remedy of the purchaser and the sole exclusive liability of Mocha Lighting. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. Mocha Lighting will not, under any circumstance, whether as a result of breach of contract or warranty, tort, or otherwise, be liable for an incidental, special or consequential damages, including lost profits or revenues or any other costs or damages.

Mocha Lighting reserves the right to examine all failed products and/or components and reserves the right to be the sole judge as to whether any products and/or components are defective and covered by this warranty.