

3 Year Limited Warranty

Rosco Miro Cube[®] 2, Braq Cube[®], Pica Cube[™] LED Luminaires (“the Products”)

Rosco warrants that, under normal use in accordance with the applicable user manual, the Products shall, at the time of delivery to Buyer and for a period of thirty-six (36) months from the date of delivery (or such other period as may be agreed upon in writing by the parties), be free from defects in material or workmanship and shall substantially conform to Rosco’s specifications for such Product, or such other specifications as Rosco has agreed to in writing, as applicable. Rosco’s sole and exclusive obligation, and Buyer’s sole and exclusive right, with respect to claims under this warranty shall be limited, at Rosco’s option, either to the replacement or repair of a defective or non-conforming Product or to an appropriate credit for the purchase price thereof. Rosco will have a reasonable time to repair, replace or credit. The non-conforming or defective Products shall become Rosco’s property as soon as they have been replaced or credited. At Rosco’s sole discretion, any replacement products may be new or like-new and may contain remanufactured parts, equivalent to new in performance.

Rosco reserves the right to choose all contractors and/or consultants in connection with validation and rectification of a product complaint. If it is subsequently determined that Rosco or its products are not responsible for an alleged product failure, it is agreed the costs of such contractors and/or consultants and any rectification costs incurred will be repaid to Rosco.

Buyer may ship Products returned under warranty to Rosco’s designated facility only in conformance with Rosco’s then-current return material authorization policy. Where a warranty claim is justified, Rosco will pay for freight expenses. Buyer shall pay for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

Notwithstanding the foregoing, Rosco shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the user manual, neglect, use of a non-approved power supply, use of non-approved dimming accessories, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling.

The express warranty granted above shall extend directly to Buyer and not to Buyer’s customers, agents or representatives and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties are hereby specifically disclaimed by Rosco.

Subject to the exclusions and limitations set forth in Section 9 of the Terms and Conditions, the foregoing states the entire liability of Rosco in connection with defective or non-conforming Products supplied hereunder.

LIMITATION OF LIABILITY

ROSCO SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INSTALLATION OR RE-INSTALLATION COSTS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SALE OF ANY PRODUCTS OR SERVICES BY ROSCO OR THE USE THEREOF WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY – EVEN IF ROSCO HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES.

Buyer’s claim for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

The limitations and exclusions set forth above in this Section shall apply only to the extent permitted by applicable mandatory law.