

MHT Technologies, LLC

10 – YEAR LIMITED WARRANTY

The following warranties apply to products manufactured by **MHT Technologies LLC ("MHT")** that meet all of the following conditions: (a) the product was purchased by an authorized **MHT** distributor, dealer or reseller who purchased the product directly from **MHT** and from no other source; (b) if the product has been installed, the entire installation was performed by a licensed installer and the product was in its original, unopened, packaging at the time of installation. Products purchased from anyone other than **MHT** or its authorized distributors are not covered by any **MHT** warranty. The specific warranty period for each product is determined by the warranty statement provided with the product at the time of purchase or available on our official website, www.mht-technologies.com

LED Fixture Housing and Product Warranty. **MHT** warrants all LED fixture housings it manufactures and sells hereunder to be free from defect, under normal and proper storage, installation and use, unless expressly stated otherwise in this warranty statement, for a period of ten (10) years from the date of shipment. **MHT** further warrants that all LED modules used in the fixtures it manufactures to be free from defects, under normal and proper storage, installation, and use, for a period of ten (10) years or 43,800 hours, whichever comes first, from the date of shipment.

Power over Ethernet (PoE) Node Product Warranty. **MHT** warrants all PoE Nodes it manufactures to be free from defect, under normal and proper storage, installation and use, unless expressly stated otherwise in this warranty statement, for a period of five (5) years or 30,000 hours, whichever comes first, from date of shipment.

Revised Warranty Period for MHTi-60 Watt Node Sold After January 1, 2024. Effective for units of the MHTi 60 Watt Node sold after January 1, 2024, **MHT** revises the warranty terms as follows: The warranty coverage for these units will be one (1) year or 6,000 hours, whichever comes first, from the date of shipment. This revision amends the warranty duration specifically for the MHTi 60 Watt Node sold after the specified date, adjusting from the original terms provided for product under the original warranty statement.

LED Drivers Product Warranty. **MHT** warrants all LED drivers that are used in fixtures **MHT** manufactures to be free from defect, under normal and proper storage, installation and use, unless expressly stated otherwise in this warranty statement, for a period of five (5) years or 21,900 hours, whichever comes first, from date of shipment.

Product Lines with a 3 Year Warranty. Product lines manufactured by **MHT** that carry a three (3) year limited warranty include:

Flex Series
Par20 Series
Tape Series

Third-Party Products. This warranty does not cover lighting controls, photosensors, emergency battery back-ups, receptacles, light fixtures, sensors, controls, or any other components or products not manufactured by **MHT**. This exclusion includes third-party products that are integrated with **MHT**-manufactured products.

Warranty Claims. All claims under this warranty provided herein must be made within 60 days from the date of the discovery of the defect. Failure to notify **MHT** of a warranty defect within 60 days of its discovery voids all obligations hereunder. **MHT** will process all valid warranty claims for products covered under this warranty. **MHT** will assist in facilitating warranty claims with manufacturers for any third-party products sold by **MHT**. For third-party products not purchased through **MHT**, customers must contact the original reseller or manufacturer directly for any warranty claim submissions.

This Warranty assumes that the product will be operated for an average of twelve (12) hours per day. The LED fixture will be deemed defective when the number of non-functioning diodes exceed 20% or more of the total diodes. Our guarantee and obligations under this warranty and the sole remedy for its breach are limited to repair at its manufacturing facility of any part or parts of the product which proves to be defective or in the sole discretion of **MHT** for the replacement of such products. All returns of defective parts and products must include the product number and serial number and must be arranged through a **MHT** authorized distributor in accordance with **MHT** Technologies, LLC's return material authorization (RMA) policies and **MHT** Technologies, LLC confirms the defect. All returns must be shipped prepaid. Required or replaced parts will be shipped by **MHT** FOB shipping point. The warrants provided herein do not cover charges for labor, or any other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete products.

MHT shall not be responsible for damages that result from deliveries that do not occur within the customer's specified time frame or any delay or default in delivering products where occasioned by any cause beyond the control of **MHT**, including without limitation, embargoes, shortage of labor, raw materials or fuel, fires, floods, accidents, acts of law or similar causes.

Exceptions: The above warranty shall not apply and **MHT** makes no representations or express or implied warranties for any particular purpose or fitness of use. This includes Acts of God including, without limitation; lightning strikes, water damage, terrorism and problems caused by any improper action or failure to act by any person or entity without limitation problems caused by the improper installation of any **MHT** product. **MHT** makes no representations with respect to any warranties of any third-party product that is integrated into **MHT**-manufactured products. This includes but is not limited to lighting controls, photosensors, emergency battery back-ups, receptacles, light fixtures, and any other components or products not manufactured by **MHT**. It is the sole responsibility of the customer to thoroughly understand the limitations and exclusions associated with any third-party products they choose to integrate. Customers are encouraged to review and comprehend the warranty terms and conditions provided by the third-party manufacturers to ensure they are fully aware of any restrictions or obligations. **MHT** will **NOT** be responsible for any costs associated with any third-party products not covered under the original manufacture's warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR MHT PRODUCTS, AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. MHT SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The foregoing warranty states **MHT's** entire and exclusive liability, and buyers sole and exclusive remedy, in connection with the products and all parts, design, suitability for use, installation and operation. No person or entity is authorized to bind **MHT** to any other warranty, obligation or liability for any **MHT** product. Installation, operation or use of **MHT** product for which this warranty is issued shall constitute acceptance of the terms hereof.

Activating Warranty. To be eligible for the 10-Year warranty coverage provided hereunder, you must complete and submit our online warranty registration form within 90 days of purchase or 30 days of installation, whichever comes first. Any products registered after this period will be eligible for **MHT's** standard 5-year warranty only. The warranty registration form can be found under the support tab at mht-technologies.com. It is the sole responsibility of the end-user, and not of **MHT** or of any of its employers or agents, to submit the warranty registration form and to ensure its accuracy.

LIMITATION OF LIABILITY. **MHT** shall not be liable under any theory of relief, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to any breach of warranty, any **MHT** products and the use thereof, or any other acts or omissions of **MHT** for: (i) indirect, incidental, special or consequential damages, whatsoever (including without limitation, loss of anticipated value of a business or its reputation) or (ii) any damage or loss in excess of the price actually paid by buyer to the authorized **MHT** distributor for the products that caused the damages. Any action by buyer after the cause of action has accrued.

MISCELLANEOUS. These product warranty terms shall be governed by the laws of the State of New York. Buyer consents to the personal jurisdiction and venue of the courts of the State of New York. Buyer consents to the personal jurisdiction and venue of the courts of the State of New York. Any legal or equitable claim of any nature arising hereunder shall be filed and maintained in the state or federal courts in the State of New York and buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed to **MHT**, buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding upon **MHT** or buyer unless in writing and signed by duly authorized representatives of both parties. These product warranty terms shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Corporate Headquarters 1961 Richmond Terrace Staten Island, NY 10302 718.524.4370