

Limited 5 -Year Warranty

For a period of five (5) years from the date of original purchase from toggled or an authorized reseller (the "Warranty Period"), toggled warrants that its LED replacements for fluorescent tubes (the "Product") are (i) free from defects in the material and workmanship and (ii) will, under normal use and conditions, substantially conform to the published specifications available at the time of original purchase (the "Warranty").

The forgoing Warranty shall only apply to the location where the Product is originally installed and only if said location has been identified, in writing, to toggled or its authorized reseller at the time of installation.

The Warranty is non-transferable. Notwithstanding the foregoing, the Warranty is transferable to a buyer in connection with the sale of a facility, building or structure where the Product was originally installed.

All claims that the Product fails to meet the Warranty (each a "Warranty Claim") must be initiated within the Warranty Period and in accordance with the Warranty Claims Procedure outlined below.

Upon determination by toggled that a Product fails to meet the Warranty, toggled shall, in its sole and absolute discretion either (i) repair or (ii) replace the non-conforming or defective Product. Product, or any component thereof, which is to be repaired or replaced may be new, remanufactured or refurbished, at the sole discretion of toggled. **The foregoing is the sole and exclusive remedy with respect to any Warranty Claim. Except as set forth above, toggled shall have no further liability for any Warranty Claim.**

In no event shall toggled be liable for any incidental, special or consequential damages resulting from use of, or inability to use, the Product.

This Warranty excludes and does not cover:

- Any Product that has not been installed in accordance with the published specifications in effect at the time of purchase.
- Any Product that has been improperly or inadequately maintained.
- Any Product that has been modified by any party other than toggled.
- Product failure due to improper site preparation misuse, abuse, neglect or accident.
- Any Product damage due to acts of God, power surges, fires or external forces.
- Corrosion and discoloration of Product components.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WARRANTY. TOGGLED EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claim Procedure:

To Make a Warranty Claim:

- A party alleging that the Product fails to meet the Warranty (a “Claimant”) must contact toggled at (248) 614-2400 or via email at info@toggled.com for a return authorization number within thirty (30) days of the date Claimant first learns, or should have learned, of the Product failure.
- Upon issuance of the return authorization number, toggled will inspect the alleged non-conforming or defective Product(s) by either (i) requesting Claimant to return the Product to toggled in its original packaging or such other sufficient packaging or (ii) contacting Claimant to schedule an on-site inspection at the location where the Product was originally installed.
 - In the event Claimant is required to return alleged non-conforming or defective Products, toggled will provide Claimant with a pre-paid shipping label. The return package from Claimant must include (i) the return authorization number, (ii) a written notice explaining the nature of the Product’s non-conformity or defect, (iii) copy of the sales receipt or purchase order with the date of original purchase, and (iv) identify the location of original installation.

This warranty shall be governed by and construed in accordance with the laws of the State of Michigan without reference to principles of conflicts of law.