

Touché Lighting Control Standard Limited Warranty

September 2020

ESI Ventures, LLC (DBA Touché Lighting Control, "Touché") warrants each new unit to be free from defects in materials and workmanship and to perform under normal use and service, subject to the following exclusions: external causes, including but not limited to, acts of nature, physical damage; exposure to adverse or hazardous chemicals; use of reactive cleaning agents; improper power supply; power surges or dips; induced vibration; excessive switching; negligence of purchaser; failure to abide by product specification sheets or instructions of Touché; failure to provide Touché with requested data; providing Touché with inadequate data; or other circumstances beyond Touché's reasonable control. Yellowing of polycarbonate or acrylic materials used in Touché products is excluded from this warranty. Batteries and fuses used with Touché products are excluded from this warranty.

ESI Ventures, LLC will, at its option, repair or replace any unit that is defective in materials or manufacture within **five (5) years** after purchase, with the following exception: software and computers included with Touché solution are covered for one year (extended warranty available for purchase upon request). Defective equipment must be returned Freight Pre-Paid to ESI Ventures at 2085 Humphrey Street, Fort Wayne, IN 46803. User shall call 888.841.4356 and request a return authorization number to mark on the outside of the returning carton, to assure the returned material will be properly received at ESI Ventures. All equipment shipped back to ESI Ventures must be carefully and properly packed to avoid shipping damage. Replacements or repaired equipment will be returned to the sender freight pre-paid, F.O.B. Factory.

This warranty is in lieu of all other express or implied warranties. This warranty does not cover the cost of installation; removal or reinstallation; or damage resulting from misuse; abuse or improper or incorrect repair; or damage from improper wiring or installation.

This warranty shall be the sole and exclusive remedy to the original purchaser. In no event shall ESI Ventures be liable for incidental or consequential damages of any kind (property or economic damages inclusive) arising from the sale or use of this equipment. ESI Ventures is not liable for any claim made by a third party or made by the purchaser for a third party.

Except as expressly set forth in this warranty, ESI Ventures makes no other warranties, express or implied, nor authorizes any other party to offer any warranty, including any implied warranties of merchantability or fitness for a particular purpose. Any implied warranties that may be imposed by law are limited to the terms of this limited warranty. This warranty statement supersedes all previous warranties.