

# LUNASEE WARRANTY, SUPPORT AND LEGAL INFORMATION

## LUNASEE LIMITED WARRANTY COVERAGE

Lunasee warrants its products against defects in materials and workmanship under normal use for One (1) Year from the date of purchase by the original end-user purchaser ("Warranty Period").

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option, Lunasee will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Lunasee may request that you replace defective parts with new or refurbished user-installable parts that Lunasee provides in fulfillment of its warranty obligation. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Lunasee's property. When a refund is given, the product for which the refund is provided must be returned to Lunasee and becomes Lunasee's property.

## WARRANTY EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to products manufactured by or for Lunasee and only on the original bike the system is installed on. Moving any system from one bike to another voids the Warranty. The Limited Warranty does not apply to any non-Lunasee hardware products, even if packaged or sold with Lunasee hardware.

Lunasee does not warrant that the operation of the product will be uninterrupted or error-free. Lunasee is not responsible for damage arising from failure to follow instructions relating to the product's use or installation.

This warranty does not apply: (a) to damage caused by use with non-Lunasee products; (b) to damage caused by accident, abuse, misuse, flood, fire, or other external causes; (c) to damage caused by exposure of the Controller to excessive moisture; (d) to damage caused by operating the product outside the permitted or intended uses described by Lunasee or that has been installed improperly; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Lunasee; (f) to consumable parts unless damage has occurred due to a defect in materials or workmanship; (g) to the adhesive performance of any adhesive tapes, including *LunaGLO* rim tape; (h) if any Lunasee serial number has been removed or defaced; or (i) in the event the customer is unable to provide a receipt or proof of purchase from Lunasee or an authorized retailer showing the date the customer purchased the product(s).

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, LUNASEE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF LUNASEE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY LUNASEE IN ITS SOLE DISCRETION. No Lunasee reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, LUNASEE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED.

## CONSUMER PROTECTION LAWS

FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF NORTH CAROLINA.

## OBTAINING WARRANTY SERVICE

Please contact Lunasee Customer Service or, if applicable, a Lunasee Authorized Service Provider, to determine whether your product requires service. You are responsible for return shipping and handling charges, and a proof of purchase from Lunasee or an authorized retailer will be required to obtain warranty service. A Return Merchandise Authorization (RMA) must be obtained before returning any merchandise.

## DISCLAIMER

The installation of any aftermarket part may void or otherwise adversely affect your factory warranty. In addition, such installation and use may violate certain federal, state and local laws, rules and ordinances as well as other laws when used on motor vehicles operated on public highways. Always check federal, state, and local laws before modifying your motorcycle. It is the sole and exclusive responsibility of the user to determine the suitability of the product for his or her use, and the user shall assume all legal, personal injury risk, and liability and all other obligations, duties and risks associated therewith.

## RIDE SAFE

While Lunasee believes the use of Lunasee Active Side Lighting will enhance a motorcyclist's visibility to other motorists, Lunasee does not warrant the safety of those that use its product. Please ride safely, wear a helmet, eye protection and other protective and reflective apparel at all times.

Lunasee