



LIMITED WARRANTY

GENERAL

Lifi Labs Inc. ("LIFX®") warrants the LIFX® bulb (the "Product"), and only the product, against defects in materials and workmanship under normal use ("Defects") for a period of TWO YEARS (730 days) from the date of retail purchase by the original purchaser ("Warranty Period"). Under this Limited Warranty, if a defect arises and a valid claim is received by LIFX® within the Warranty Period, at its option and to the extent permitted by law, LIFX® warrants either: 1. repair the product at no charge, using new or refurbished replacement parts --or-- 2. exchange the Product with a new or refurbished Product.

In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. A replacement Product or part assumes the remaining warranty of the original Product or two years (730 days) from the date of replacement or repair, whichever is longer. When a Product or part of the Product is exchanged, any replacement item becomes your property and the replaced item becomes LIFX®'s property. Parts provided by LIFX® in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

EXCLUSIONS & LIMITATIONS

This Limited Warranty applies only to the product manufactured by or for LIFX® that can be identified by the "LIFX®" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any (a) LIFX® products and services other than the Product, (b) non-LIFX® hardware product, (c) consumables (such as batteries), or (d) software, even if packaged or sold with the Product or embedded in the Product. Refer to the licenses accompanying the software for details of your rights with respect to its use. LIFX® does not warrant that the operation of the Product will meet your needs or requirements or be uninterrupted or error free. LIFX® is not responsible for damage arising from failure to follow instructions relating to the Product's use or from failures resulting from inadequate electrical supply or internet access. This warranty does not apply to a Product or part of the Product that has been altered or modified (e.g. to alter functions or capability) by anyone who is not a representative of LIFX® or if the Product is inserted or installed in a casing not provided by LIFX®. In addition, this Limited Warranty does not apply to defects or damage caused by (a) use with non-LIFX® products; (b) accident, abuse, misuse, flood, fire, earthquake or other external causes or abnormal conditions; (c) operating the product outside the permitted or intended uses or conditions described by LIFX® or with improper voltage or power supply; or (d) service (including upgrades and expansions) performed by anyone who is not a representative of LIFX®. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty. This Limited Warranty does not cover the cost of returning the Product to LIFX®; this is your responsibility. No LIFX® reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCLUSIVE WARRANTIES

THE WARRANTIES SET FORTH IN ARE THE EXCLUSIVE WARRANTIES PROVIDED BY LIFX®, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT) ARE HEREBY EXCLUDED.

LIMITATION OF DAMAGES

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, LIFX® SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY USE OF THE PRODUCT OR BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY. LIFX®'S LIABILITY FOR DAMAGES RESULTING FROM ANY USE OF THE PRODUCT OR BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY WILL BE LIMITED TO THE ORIGINAL COST PAID FOR THE DEFECTIVE PRODUCT.

CONSUMER PROTECTION

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long to implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may therefore have other rights did vary by state to state.

GOVERNING LAW AND ARBITRATION

This Limited Warranty shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction and without regard to the Convention on Contracts for the International Sale of Goods. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding nonappearance based arbitration. The arbitration shall be initiated through to established alternative dispute resolution provider mutually Agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the Following rules: a) the arbitration shall be conducted by telephone, online and/or be Solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in setting any court of competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within San Francisco County, California and the federal courts in the Northern District of California for the purpose of litigating all examined claims or disputes, which courts shall have exclusive jurisdiction of examined claims or disputes. Notwithstanding the foregoing, LIFX® may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.