

# LIMITED WARRANTY DURAGUARD LED LIGHTING FIXTURES

The Company warrants the following products manufactured in accordance to our specifications against defective material or workmanship, but not against damage caused by accident, abuse, installation in violation of local codes, faulty installation, fixture misapplication, acts of nature, alteration of product, and improper operation or improper installation. Notwithstanding any warranties listed below, any fixture(s) operated by an electronic driver shall not be warranted against failure of the LED module or driver if the fixture is installed on the same circuit as fixture(s) with magnetic ballasts. Warranty period will be determined from the date of purchase or as specifically listed below:

### **FIXTURE HOUSINGS:**

Fixture, including housing but excluding glass or polycarbonate lenses, driver and LED modules: For a period of five (5) years from date of purchase.

#### **LED MODULES:**

LED Modules: For a period of five (5) years from date of manufacture as indicated by the date code stamped on each product, as warranted by the LED module manufacturer. LED Module failure is defined as having more than 15% of the LED diodes not illuminating or visibly discolored. LED diodes and LED COB's as warranted by the LED diode or COB manufacturer.

## **LED DRIVER:**

For a period of five (5) years from date of manufacture as indicated by the date code stamped on each product, as warranted by the LED driver manufacturer.

### **COMPONENTS:**

All other components for lighting fixtures, including, but not limited to, battery backup units, surge protectors, fuses, photocells, photocell receptacles, occupancy sensors, etc.: As warranted by the component manufacturer.

#### **General Conditions:**

We do not warrant, nor do we replace under the manufacturer's warranty, drivers, LED diodes and COB's, or other components, which are not installed by us. All warranty claims for components sold without installation by us must be handled directly with the manufacturer according to their warranty policies.

When components are installed in our fixtures by one of our factories, the company's obligation under this warranty is limited to applying a credit, repair of the defective component or fixture, or replacement of the defective component or fixture, in the company's sole discretion, whereof any part of its product is found to be defective in materials or workmanship under normal use and service. Any replacement or repair is subject to prorated value based on time of useful service prior to claim and may be issued as a credit to be applied towards new replacement product. The company is not obligated to replace or repair obsolete products or components if found to be defective, but may at the company's sole discretion offer an equivalent current product. This warranty excludes field service or labor charges related to the warranty review, repair or replacement of any products sold by the Company.

The Company is not responsible for any other equipment or components which is attached or used in conjunction with the fixture and all such equipment or components is excluded from this warranty.

Any and all warranty claims must be identified in writing to the Company for request to return products and returns and associated costs are to be the responsibility of the purchaser. As a part of the Warranty Claim Process the purchaser is required to provide all requested information, site installation details, and photos in order to process warranty claim. At the Company's discretion customer may be required to return fixture(s) for review. Any products returned disassembled or altered from installed state may be rejected for claim. Replacement or repaired products will not be made available until Warranty Claim determination is made by the Company or component supplier. If the purchaser prefers to obtain replacement products prior to any determination, purchaser must issue purchase order for said products under standard credit terms. Any possible credit will be issued when Warranty Claim determination is complete and defective products are returned.

No implied statutory warranty of merchantability or fitness for a particular purpose shall apply beyond the aforementioned warranty period. This warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed.

Under no circumstances, whether a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will the Company be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of any kind or any loss or damage arising out of, resulting from, or concerning any aspect of this agreement or from the products or services provided.

The Company reserves the right to update, amend or change the Warranty at any time at its sole discretion. The current published warranty that is in effect at the time of the warranty claim will supersede any previous versions.