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## **Industry-Leading 5-Year Limited Warranty Amerlux Lighting Solutions, LLC**

### **February 2010**

Amerlux Lighting Solutions, LLC ("Amerlux"), 23 Daniel Road East, Fairfield, NJ 07004, warrants that the following LED products comply with its published product specifications and will be free from defect in material and workmanship for a period of five (5) years from the date of manufacture by Amerlux:

Contour LED, Cavaletto II LED, Contour LED Multiples, Cylindrix II LED, Cylindrix LED Modular Trough, Puck Light LED, Puck LED Multiples, RD4 LED and RD6 LED Round Downlights, Evoke 2.9 LED, Evoke 4.75 Recessed Adjustable LED, Nitro II LED, Elianto LED, Pari LED, Linear LED Wall Grazer, Glow LED & Spot Glow LED, Micro Bollard LED, Step Light LED Retrofit and Acorn Retrofit LED.

This express limited warranty is extended by Amerlux only to the original or first end-user purchaser at the original installed location, and warranty claims must be made in accordance with Amerlux's Return and Repair Procedures as outlined within this document.

Should any defects be found, Amerlux will, at its option, either repair or replace the defective part or parts or else make available a new replacement unit that will provide equal or better performance.

This warranty is conditioned upon proper installation, use and maintenance. This warranty is not applicable to any LED fixture which is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL) and with Amerlux's instructions and guidelines. This warranty is also not applicable to any LED fixture subjected to abnormal stresses and operating conditions. In addition, overvoltage and lighting protection devices must be in place.

**NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.** The foregoing 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.

LIMITATION OF LIABILITY. Amerlux will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time cost or claims of claimant's customers. Amerlux's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement for the product or services furnished hereunder shall not exceed the price of the fixture which gives rise to the claim.

### **Return and Repair Procedures**

All warranty requests and or questions are to be directed to Amerlux's Customer Service Department (CSD) at 973-882-5010. If deemed necessary, the CSD will issue a Return Merchandise Authorization (RMA) number which must be included on both the packing slip of the component or fixture being returned and on the outside of the box. Please include your name and email address on the packing slip so that we can contact you easily. If the fixture in question is a track head, the entire fixture will need to be returned. If the fixture is a recessed fixture, only the LED Driver (power supply unit) and possibly the LED Board (lens covered lighted section) will need to be returned, depending on the problem being experienced. Please note that for recessed fixtures, the proper ESD (electrostatic discharge) procedures must be followed prior to handling the lead to the LED Board. Also, each component or fixture must be packaged very carefully so as to prevent damages in shipment and must be shipped freight prepaid.

Please obtain a proof of delivery to ensure that the material is received.

Once the component or fixture has been received and tested, an evaluation report will be provided to the end-user via e-mail. This report will clarify the following:

- A) The component/fixture is covered under the warranty policy and will either be repaired or replaced.
- B) The component/fixture is not covered under the warranty policy and the reason for this determination.

Then the appropriate repairs will be started or a replacement fixture will be manufactured and shipped. Please note that in the event the returned component or fixture is not found to be defective, you may be subject to a labor charge for the evaluation process.

### **Limited Labor Reimbursement**

For a period of one (1) year from date of shipment, Amerlux will provide a technician to make field repairs for any recessed (not track-mounted) fixtures. For the second through fifth year following manufacture, all parts deemed to be defective will be replaced at no charge to the customer. However the customer must hire an electrician to remove and reinstall such components. No labor costs will be

covered for the removal or reinstallation of any track mounted fixtures during the 5-year warranty period.

**Exclusions:**

The Amerlux warranty policy will be voided for any fixture that:

- Had been operated in an ambient temperature that is higher than recommended.
- Had been subjected to a lightning strike, power surge or overvoltage condition.
- Had its LED board subjected to static electricity due to failure to discharge same prior to connecting or disconnecting the lead from the LED board.
- Was not installed and/or operated in accordance with Amerlux's instructions and guidelines.

**Special Note:**

Normal wear and tear on the fixture is not covered by this warranty. Exterior or mechanical damage that is not due to a warranty defect will not be corrected. No cosmetic repairs will be made.