



## 5 Year Limited Warranty on HyLite LED Lights and Lamps Policy

HyLite LED warrants all HyLite LED Lighting Products will be free from defects in materials and workmanship on the date of sale by HyLite LED or by an authorized HyLite LED distributor/dealer/agent to the original purchaser for a period of Five (5) years, under normal and proper installation by a qualified and licensed electrician. HyLite LED Lighting Products demonstrated to be defective during this warranty period, would be repaired or replaced without charge at the factory service center at no cost, provided that factory examination indicates the equipment to be defective. HyLite LED reserves the right to examine all failed HyLite Lighting products and reserves the right to be the sole judge as to whether any lamp and/or fixture is defective and covered under this warranty. "Defective" is considered if ten percent (10%) of LEDs, per luminaire, are non-operating LEDs or if there is a greater than 30% degradation of light output over the warranty period. If HyLite LED chooses to replace the Product and is not able to do so because it has been discontinued or is not available, HyLite LED may replace it with a comparable product. Where defects in materials, manufacturing or design cause the Product failure, they shall be repaired or replaced at HyLite LED's discretion. This Warranty is not transferable and applies only to the original purchaser (end user), for use in the fifty United States, Canada, or other countries as specified by HyLite LED.

This limited warranty applies only when a HyLite LED Lighting Product is installed, operated, and maintained in accordance with HyLite LED written recommendations and installation is done in accordance with the Federal, State and Local Electrical Codes and Regulations. Retrofit Kit warranties vary depending upon the specific applications and are determined at the sole discretion of HyLite LED, prior to shipment. Failure to obtain the specific warranty limitations prior to shipment voids any obligations by HyLite LED hereunder. The limited Warranty specifically excludes photo-sensors, receptacles, and controls.

This limited warranty does not cover, nor is HyLite LED liable, for loss or damage to the product caused by general wear and tear, extreme environmental conditions beyond those defined in the product specification, lack of compliance with applicable instructions, damage or wear caused by improper or faulty installation, corrosive environment installations, misapplication, misuse, mishandling, abuse, negligence, accident, inadequate or improper storage or maintenance, abrasion, alteration or tampering, improper power supply, electrical current fluctuations, under/over voltage situations or power surges, overload or any power malfunction, damage due to fire or acts of God; vandalism; civil disturbances; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the product; failure to follow installation, operating, maintenance or environmental instructions prescribed by HyLite LED or applicable electrical codes; or improper service of the product performed by someone other than HyLite LED or its authorized service provider or substitution of non-HyLite LED/non-HyLite component or parts. HyLite LED is not liable for the equipment repaired or altered by anyone. Nor shall HyLite LED be liable for malfunction, damage, or wear caused by the incompatibility of HyLite LED equipment with accessories, equipment, or materials not supplied by HyLite LED.

This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **This limited warranty is void if the Product is not used for the purpose for which it is designed for.** HyLite LED reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by HyLite LED in its sole discretion, and warranted for the remainder of the original warranty period.

HyLite LED does not make any representation or warranty of any kind to the buyer that he or she is qualified to make any repairs to the Product or that he or she is qualified to replace any parts of the Product. In fact, HyLite LED expressly states that HyLite LED Lighting Products do not contain any replaceable parts inside and the buyer and/or user is strongly advised not to open any light or luminaire for the risk of an electrical shock or fire or both. The buyer assumes all risk and liability arising out of his or her repairs to the original Product or replacement parts thereto, or arising out of his or her installation of replacement parts thereto.

This limited warranty is extended to the original purchaser only and is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized HyLite LED distributor/dealer/agent for verification of the claimed defect. If the claimed defect is verified, HyLite LED will repair or replace free of charge any defective parts. The equipment will be returned to the original buyer, transportation prepaid. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which may include the cost of parts, labor, and transportation.

This limited warranty is exclusive, and is in lieu of any other warranties, express or implied, including but not limited to warranty of merchantability or warranty of fitness for a particular purpose. HyLite LED's sole obligation and buyer's sole remedy for any breach of warranty shall be as set forth above. The buyer agrees that no other remedy (including but not limited to, incidental or consequential damage for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. In no event shall HyLite LED be liable for incidental or consequential damages.

The liability of HyLite LED on any claim for loss or damage arising out of the sale, resale, or use of HyLite LED Lighting products and other related equipment should in no event exceed the purchase price. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Any action for breach of warranty must be brought within two (2) years from the date of sale.

HyLite LED makes no warranty, and disclaims all implied warranties of merchantability and fitness for a particular purpose in connection with accessories, equipment, materials, or components sold but not manufactured by HyLite LED (such as photo-sensors, receptacles, controls, etc.) are subject to reasonable assistance in making any claim for breach of these warranties. In no event will HyLite LED be liable for indirect, incidental, special, or consequential damages resulting from HyLite LED supplying equipment hereunder, or the furnishing, performance, or use of any products or other goods sold hereto, whether due to a breach of contract, breach of warranty, the negligence of HyLite LED or otherwise.

Any implied warranties applicable to HyLite LED Lighting Products, including the warranties of merchantability and fitness for a particular purpose, will last only for five (5) years from the date of purchase. Some states do not allow limitations on how long an implied warranty last, so the above limitation may not apply to you.

All specifications and content of this document are subject to change without notice. Please note that all products contained herein are trademarked, copyrighted, and/or have patents pending. Any use of these designs is strictly prohibited without prior written consent. HyLite LED, LLC. protects its proprietary information vigorously in the courts of the United States of America.

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