



## Five Year Warranty

### Energy Star Rated EarthTronics LED Fixture Products

Applicable Models – All EarthTronics Energy Star rated fixtures.

Extended Limited Warranty: 5 years based on normal recommended usage (based on 6 hours average use per day/7 days per week) in accordance with applicable specification sheets, installation instructions and packaging details. Warranty is subject to terms and conditions listed below. EarthTronics, Inc. warrants that each of its LED lighting fixtures that are purchased while this Warranty is in effect will be free from defects in materials and workmanship for five (5) years. The Warranty Period runs from the date of original purchase from EarthTronics, Inc. or its authorized distributor.

#### Terms and Conditions

1. This Warranty is extended only to the original purchaser of the Product from EarthTronics, Inc. or from an authorized EarthTronics distributor, and is otherwise void.
2. This Warranty shall not apply to any Product which is used, installed, operated or maintained in violation of any applicable standard, code or instructions for use, including, without limitation, those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL); the National Electric Code (NEC); Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA).
3. This Warranty is void if the Product is operated outside of its normal operating conditions or has been subject to accident, neglect, abuse, misuse, and shall only be effective if the Product has been used, installed, operated and maintained in accordance with the manufacturer's instructions.
4. If an identical replacement Product is not reasonably available, EarthTronics reserves the right to replace the defective Product with a different product.
5. EARTHTRONICS, INC. is not responsible for the labor costs or other expenses associated with Product removal or installation, including, without limitation, shipping costs incurred to return defective or nonconforming Products or any damages that may occur during the return of Products to EARTHTRONICS, INC.
6. EarthTronics, Inc. requires that proper notification be given through our standard Returned Goods Policy which requires information pertaining to the installation and use of the product. EarthTronics, Inc. is not responsible for the labor costs or other expenses associated with Product removal or installation, including, without limitation, shipping costs incurred to return defective or nonconforming Products or any damages that may occur during the return of Products to EarthTronics, Inc.

## Limitation of Liability

THE FOREGOING WARRANTY IS EXCLUSIVE, AND IS THE SOLE REMEDY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. THE LIABILITY OF EARTHTRONICS, INC. SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL EARTHTRONICS, INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, LABOR COSTS, REMOVAL OR INSTALLATION COSTS, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE, WHETHER OR NOT EARTHTRONICS, INC. HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL EARTHTRONICS, INC. ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; EARTHTRONICS, INC. SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Limited Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

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