



Commercial LED Light Fixture & Tube LED Products

5-Year Limited Warranty

EarthTronics, Inc. (“EarthTronics”) warrants to the original purchaser (“Purchaser”) that EarthTronics branded commercial lighting fixtures will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in documentation published for or provided with the Product for the applicable period and subject to the additional terms and conditions set forth herein from date of purchase as determined by applicable invoice or purchase order (“Warranty Period”).

Terms and Conditions

1. This Warranty is extended only to the original Purchaser of the Product from EarthTronics or from an authorized EarthTronics distributor and is otherwise void.
2. To the extent that an authorized EarthTronics distributor is the Purchaser of the Products, such distributor may transfer limited warranty to subsequent purchasers of the Products, provided that such Products are resold in new condition and in original packaging.
3. Third-party, non-branded products as well as photocells, occupancy sensors, low voltage indicators, fuses, surge suppressors and other third-party accessories that are not manufactured by EarthTronics are excluded from this warranty but may be covered by a third-party manufacturer.
4. If any Product covered by this limited warranty is returned by Purchaser in accordance with EarthTronics Terms and Conditions of Sale within the Warranty Period, and EarthTronics determines to its satisfaction that such Product failed to satisfy this warranty, EarthTronics will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the terms and conditions set forth herein.
5. If EarthTronics chooses to replace the Product and is not able to do so because it has been discontinued or is not available, EarthTronics may replace it with a comparable product. EarthTronics reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this limited warranty.
6. 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.

7. 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).
8. This Warranty is void if the Product is operated outside of its normal operating conditions or has been subject to accident, neglect, abuse, misuse such as application or incorrect wiring, or events such as a power surge. Warranty shall only be effective if the Product has been used, installed, operated and maintained in accordance with the manufacturer's instructions and has experienced 10% or more of LED component failure or natural degradation within the Warranty Period.
9. EarthTronics requires that proper notification be given through our standard warranty form which requests standard information pertaining to the installation and use of the product.

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.

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This Limited Warranty gives specific legal rights, which 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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