

## Limited Warranty

The *Limited Warranty* set forth below is given by LED Light Technology, LLC (“LLT”) with respect to the lighting products packaged with this *limited warranty* (the “Product”). The *Limited Warranty* is only extended and automatically registered to (only) the original purchaser of the Product and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the product from the buyer, purchased from LED Light Technology, 1004 Bay Tree Lane, Johns Creek, Georgia 30097.

The Product delivered in new condition, in its original packaging and all included parts and components thereof, is warranted against defects in materials or workmanship as follows unless otherwise stated on your original purchase invoice:

### LED BULBS

- LED Bulbs in operation twelve (12) hours per day: **Five (5) years** from the date of original purchase or 25,000 hours, whichever occurs first.

OR

- LED Bulbs in operation twenty four (24) hours per day: **Three (3) years** from the date of original purchase or 25,000 hours, whichever occurs first.

### LED TUBES

- LED Tubes in operation twelve (12) hours per day: **Ten (10) years** from the date of original purchase or 100,000 hours, whichever occurs first.

OR

- LED Tubes in operation twelve (24) hours per day: **Five (5) years** from the date of original purchase or 100,000 hours, whichever occurs first

### LED FIXTURES

- LED Fixtures in operation twelve (12) hours per day: **Ten (10) years** from the date of original purchase or 50,000 hours, whichever occurs first.

OR

- LED Tubes Lamps in operation twelve (24) hours per day: **Five (5) years** from the date of original purchase or 50,000 hours, whichever occurs first

**Note:** Warranty period is based on a typical 8,760 hour per year operation on a continuous 24 hour cycle, or 4,380 hours per year operation on a normal business cycle of 12 hours per day.

The *Limited Warranty* covers units that have completely failed due to manufacturers' defects, have been properly installed and in accordance with LLT's published specifications, and does not apply if the failure is caused or contributed by any of the following:

- a) Improper installation, storage or failure to follow operating instructions
- b) Improper maintenance
- c) Repairs or alterations not authorized or performed by LLT
- d) Accident, damage, abuse or misuse including environmental applications
- e) Abnormal or unusual operating conditions or applications
- f) Electrical current surges and over voltage
- g) Excessive switching cycles
- h) A purpose or application in any way different from that for which the product was designed.
- i) LLT shall have no liability of any kind for failure of any equipment or other items in which the products are incorporated.
- j) Improper transportation or poor packing/packaging when returning the product to LLT.
- k) Installations where ambient temperatures exceeds 130 degrees Fahrenheit (54C)
- l) Installations in fully enclosed cans or sealed fixtures

LLT or its authorized service provider will, at its option, repair a unit proved to be defective, replace with the same or functionally equivalent product or grant the purchaser a credit towards product replacement within the warranty period and under the conditions of the warranty, with each remedy using the following calculation.  $\text{Purchase Price (\$)} \times (\%) \text{ remaining Warranty Period Months}$ .

LLT is not responsible for the cost of removal of the unit, damages due to removal or installation, any shipping charges to or from the factory, or the installation of a repaired or replacement unit.

*Implied Warranties*, when applicable, shall commence upon the same date as the *Express Warranty* provided above, and shall, except for warranties of title extended only for the duration of the *Express Warranty*. Some states do not allow limitations on how long an implied warranty lasts. So the above limitation may not apply to you. The only remedy provided to you under an applicable implied warranty and the *Express Warranty* shall be the remedy provided under the *Express Warranty*. Subject to the terms and conditions contained therein,

LLT shall not be liable for incidental and consequential losses and damages under the *Express Warranty*, and applicable *implied warranty*, or claims for negligence, except to the extent that this limitation is found to be unenforceable under the applicable state law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **PRODUCT RETURN POLICY**

- 1) All warranty claims must be pre-approved by LLT and given an RA number.
- 2) Claims for products to be returned must be made with the applicable warranty period. If the customer requests that a replacement be sent immediately, the replacement product will be billed to the customer's account in accordance with LLT standard payment terms. Once a final warranty decision is made, a credit will be issued if the warranty claim is allowed. This warranty extends only to the purchaser.
- 3) Your RMA number is valid for sixty (60) days from the date of authorization
- 4) All shipping costs to return product are the customer's responsibility
- 5) LLT reserves the right to repair or replace the defective product.
- 6) Damaged items not as a result of a manufacturing defect will not be repaired and are not covered by this warranty. You will need to purchase a replacement.
- 7) A 20% restocking fee is applicable to all return requests after 1 month of ship date
- 8) Return Authorizations only apply to product shipped within past 52 weeks, and in their original packaging.

**Note:** LLT reserves the right to examine all failed LED Bulbs, Tubes and Fixtures to determine the cause of failure and patterns of use and will be the sole judge as to whether the product is defective and covered under the warranty.

This Limited Warranty is subject to change without prior notice.