

eLumigen LED Fixtures Limited 5 Year Warranty



Dated: October 11, 2021
For Professional, Industrial/Commercial Users and Applications Only

LED FIXTURES LIMITED WARRANTY

eLumigen warrants all of its LED Fixtures to be free from defects in materials and workmanship and to operate from the date of purchase. The foregoing warranty is subject to these Terms and Conditions. If Product fails to operate during the Warranty Period, eLumigen will, at its option, replace or repair the Product or grant Purchaser a credit towards Product replacement. If eLumigen grants a replacement and Product is not available, a comparable product will be provided. eLumigen will not be responsible for labor costs of Product removal or installation. For avoidance of doubt, "to replace the Product" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to eLumigen.

LED Fixtures.....5 years for up to 12 hours of use per day.

This limited Warranty is subject to the following additional conditions:
The Products have been installed and operated in accordance with the manufacturer's instructions.

The Products have not been subject to accident, neglect, abuse, misuse or acts of God. An eLumigen representative will have access to the failed fixtures. If or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.

The Product has been purchased directly from an authorized eLumigen distributor/dealer. This warranty is limited to fixtures purchased for use in regions that are within the jurisdiction of the United States and Canada. Purchase receipt for the Product is available for inspection by eLumigen.

The warranty and remedy set forth herein do not apply to Products, parts, advice, assistance or service which eLumigen furnishes to purchaser as a business courtesy. The warranty is not applicable to any Product which is used in violation of any applicable standard, code or instructions for use, including those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), and in Canada, the Canadian Standards Association (CSA).

THE FOREGOING WARRANTY IS EXCLUSIVE, AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, 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 DISCLAIMED. THE LIABILITY OF ELUMIGEN SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL ELUMIGEN BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT ELUMIGEN HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.