



**LED FIXTURE AND LUMINAIRE LIMITED WARRANTY
EFFECTIVE January 07, 2019**

Products: This LEDRAYS Inc. Warranty applies to fixtures “Product(s)” only. This includes:

CBX A & B series CCF CCF A & B series CCL A & B series CCW CCX CD-34 CHT CL A & B series DAG DDV DET EX-99C EXPO FEHB HAC & HAC Compact HAC MP & HAC HP HBA A & B series HBI HBM A & B series HBM-IL HBX A & B series HCF HCO HJJ X HLC HLC100C HLL, HLL EX & HLL X	HLO & HLO VL HLX & HLX VL HLXB HLXC HLX-IL, HLX-IL VL & HLX-IL EL HPDL45 HPDL82 HPF3 A & B series HPPM A & B series HPPM3 A & B series HPPMv5 HPPFv3 A & B series HPPFv4 A & B series HPL A & B series HPS A & B series HPV2 A & B series HPW A & B series ILW A & B series ITL A & B series LAB series LAF A & B series LHB A & B series LHB-AL, LHB AN & LHB-IL LR-D/E/R/T/WW LV LWP A & B series MDS A series OHB PWL	RAL-IL RLL A & B series RLL v2 & RLL v3 RLW A & B series SBX A & B series SLS SUB-C T8 E-P-HO T8PX T8PXHV TDLM TerraBeam C TerraWalk 3C, 52C & 65C TerraWalk C TSLM UVF VividPop XLA A & B series XLT
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The warranty start date shall commence on the product shipment date.

Warranty: LEDRAYS Inc. warrants that the Products will be free from defects in materials and workmanship from the date of shipment for a period of five (5) years (the “Warranty Period”) as a standard warranty or for seven (7) or ten (10) years total optional warranties as per the information included with your product and invoice. If a Product has been properly handled, installed and maintained according to LEDRAYS Inc. guidelines including following LEDRAYS Inc. written guidelines included with the product, posted on its website or provided by a LEDRAYS Inc. application engineer, and fails to operate during the applicable warranty period as a result of defects in materials or workmanship, LEDRAYS Inc. will, at its option, repair or replace the Product with a similar or like Product. This does not include labor to remove or install the Product.

Products codes ending with **C, S** or **O** which designate modified, run specific, OEM, fully custom products or for applications targeted for use in harsh or extreme environments have a 1 year warranty unless a special warranty agreement is provided by LEDRAYS Inc in writing.

LED Defect: A “defect” under this Limited Warranty applies when LED fail to operate only if at least ten per cent (10%) of LEDs per fixture, fail to operate.

Bare, painted, powder coated, Plasma, oxide, fluorocarbon, anodized, coated, plain and other finishes: The finish of the Products will be considered defective in material or workmanship only if there is substantial deterioration, in the form of advanced blistering, cracking, or peeling or similar condition which cause structural failure. The finish is not warranted against fading, chalking, or pitting regardless of the cause, as such may occur naturally over time due to normal aging.

To Make a Warranty Claim: Retain the failed Product(s) and invoice(s), and notify your LEDRAYS sales representative or agent in writing within fifteen (15) days of the Product’s failure. To establish a claim under this Limited Warranty, LEDRAYS Inc. may require the return, at your cost, of the Product claimed to be defective to a facility designated by LEDRAYS Inc. To make a warranty claim directly to LEDRAYS Inc. please call **888.LEDLABS** or **888.533.5227** or email: info@ledrays.com and request an Return Merchandize Authorization (RMA) number.

Should the returned product not demonstrate any signs of failure after an evaluation and testing, LEDRAYS Inc. reserves the right to charge for service time and return ship fees to customer which initiated the warranty claim.

Repaired Products / Replacement Parts: Repaired Products and/or replacement parts provided under the terms of this Limited Warranty are warranted for the remainder of the Product’s original warranty.

Original Purchaser: This Limited Warranty is extended to the original purchaser only, with proof of purchase. However, in the event that valid warranty claims have been made to the original purchaser by its customers, LEDRAYS Inc. will honor those claims pursuant to the terms of its warranty as set forth herein. Warranty is non transferable from project-to-project, to locations or environments different than originally planned or client-to-client unless authorization is granted in advance by LEDRAYS Inc.

Limitation of Warranty:
THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. LEDRAYS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE LEDRAYS SOLE LIABILITY AND USER’S EXCLUSIVE REMEDY FOR FAILURE OF LEDRAYS TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE USER ARE BASED IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Limitation of Liability:

THE REMEDIES OF THE USER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND ARE USER'S SOLE REMEDIES FOR ANY FAILURE OF LEDRAYS TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL LEDRAYS BE LIABLE IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS TO WHICH THIS WARRANTY RELATES, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE USER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF USER HAS BEEN ADVISED OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF LEDRAYS ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED. WARRANTY SERVICES PROVIDED HEREUNDER DO NOT ASSURE UNINTERRUPTED OPERATION OF PRODUCTS; LEDRAYS SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

Severability:

If any term or provision of this Warranty, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Warranty, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

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

Exclusions: This Limited Warranty only covers defects encountered in normal use of the Product and does not cover the following but not limited to: (i) Product failure caused by improper use or installation; electrical surge; improper power supply; electrical current fluctuation; electrical harmonics; ungrounded or improperly grounded; electrostatic discharge, electrical overstress events, environments where corrosive or other airborne particles are present; continuous exposure to liquids, accumulation of ice, snow, sand, dirt or any other foreign material, induced vibration; shock; harmonic oscillation or resonance associated with movement of air currents around the Product or via conduction; misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling, vandalism; civil disturbance; civil unrest or Acts of God (including, without limitation, lightning, fire, flood, high winds, hail, ice or other phenomenon); violation of any applicable standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles, galvanic corrosion or pitting, extreme ambient conditions outside of specified ratings; (ii) Products which have been damaged in transit; (iii) Products which have been modified or have had their serial number altered, defaced or rendered illegible; (iv) Products which have been operated under harsh, corrosive or extreme conditions unless pre approved in writing for such use on invoice, including without limitation, excessively high or low temperatures, water ingress and other similar conditions; (v) Products which have been serviced by personnel not expressly authorized by LEDRAYS Inc.; (vi) Products which have not properly been maintained by the customer in accordance with applicable LEDRAYS Inc. guidelines; and/or (vii) Product accessories and/or components not manufactured by LEDRAYS Inc. even if such were sold by LEDRAYS Inc.

THIS LIMITED WARRANTY IS VOID IF CUSTOMER IS IN DEFAULT ON ANY PORTION OF ITS PAYMENT OBLIGATIONS TO LEDRAYS Inc. OR IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT WAS MANUFACTURED.

Applicable Law and Venue: This Limited Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the province of Quebec, Canada. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venued exclusively in the province of Quebec, Canada or Federal courts located within province of Quebec, Canada.

Reservation of Rights: LEDRAYS Inc. reserves the right to change the Warranty period(s) at any time and without prior notice, and to make all final decisions, at its sole discretion, regarding the validity of any Warranty claims.

No Other Warranties: No other terms, conditions or warranties with regard to the Product, expressed or implied, are authorized by LEDRAYS Inc. unless they are contained in writing signed by a duly authorized officer of LEDRAYS Inc.

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