

P 5500 Series

PAR38 LED Architectural Downlight

Statement of Warranty

Limited Product Warranty

Limited Warranty. Light Emitting Designs, Inc. ("LED Inc.") warrants that its products shall be free from defects in materials or workmanship, with the exceptions stated below.

What is Covered

This limited warranty covers any defects in materials or workmanship, excluding shipping or installation, for the following products ("Products"):

Model Series Number P5500

How Long Coverage Lasts

All products are warrantied for a period of five (5) years from the date of purchase.

What is Not Covered

This warranty does not cover damage, malfunction, or failure due to:

- (a) acts of nature, lightning, earthquakes, flood, fire, excessive transient voltage, excessive power surges, operation in ambient temperatures greater than forty-five (45) degrees Celsius (i.e. one hundred and thirteen (113) degrees Fahrenheit), improper installation, misuse, neglect, unusual physical, electrical or electromechanical stress, modification of any part of the Product, or use the Product outside of the limitations contained in the product specification sheet;
- (b) any surfaces or other externally exposed parts that are scratched or damaged due to normal use;
- (c) malfunctions resulting from the use of the Product in conjunction with accessories, products, or ancillary/peripheral equipment not furnished or approved by LED Inc.;
- (d) defects or damage from improper testing, operation, maintenance, installation, or adjustment;
- (e) improper installation, maintenance, or services of Product.
- (f) failure of the purchaser to provide proof that the Product was installed by a certified licensed installer according to the instruction manual and product specification sheet.

This warranty does not cover the costs of shipping, installation, or labor of any replacement Product.

This warranty does not cover Products where defects are not reported within 60 days after they have become recognizable by the purchaser. Liability will therefore expire at the latest of 60 days after defects could have become recognizable by the purchaser.

What Light Emitting Designs, Inc. Will Do

Subject to the conditions herein, if LED Inc. determines that the product failed due to a defect in materials or workmanship, it may repair or replace the product at no cost. Here the term replacement products include products determined by LED Inc. to have similar specifications to the defective product. LED Inc. shall not be responsible for any costs of shipping, installation, or labor for any replacement product or parts.

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How to Make a Warranty Claim

- 1. Return to Distributor.** All products that are discovered to be defective by end user must initially be returned to any authorized LED Inc. distributor. The end user shall bear the cost of shipping the defective product to the authorized distributor.
- 2. Inspection by Distributor.** Distributor shall inspect all products returned to them prior to returning to LED Inc. Prior to shipping the product to LED Inc., the distributor shall warrant that to the best of their knowledge that the product was not misused, damaged, tampered with, or violate the conditions of this Limited Product Warranty in any way.
- 3. Return to LED Inc.** Should any product be found defective, Distributor shall return the product to the destination provided by LED Inc., at Distributor's cost, once per quarter or when a total of twenty (20) pieces of a single product are found defective, whichever occurs first.
- 4. Acceptance.** Upon receiving the returned products from Distributor, LED Inc. shall have fifteen (15) days to inspect the products to determine the cause of defect, if any.
- 5. Repair and/or Replacement.** If a product is determined to be defective under proper usage within the defined operating range of LED Inc.'s specification sheet and the limitations of this Limited Product Warranty, LED Inc. shall correct any defects, at LED Inc. option, by either repairing any defective part, replacing with a new product, or replacing with another product that at the sole discretion of LED Inc. matches the specifications of the defective product.
- 6. Made Whole.** Following the confirmation of a defective product and its subsequent repair or replacement, LED Inc. shall then ship a replacement product within five (5) days of correcting the defect to the Distributor at LED Inc.'s own expense. Distributor shall be responsible for the costs associated with returning the products to the end user.

What are the Limits on Light Emitting Designs, Inc.'s Liability

EXCEPT AS SET FORTH IN THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN, PURCHASER TAKES THE PRODUCT "AS IS," AND LED INC. MAKES NO WARRANTY OR REPRESENTATION AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

- THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE;
- WARRANTIES OF TITLE OR NON-INFRINGEMENT;
- DESIGN, CONDITION, QUALITY, OR PERFORMANCE OF THE PRODUCT;
- THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN; OR
- COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO.

ALL IMPLIED WARRANTIES AND CONDITIONS THAT MAY ARISE BY OPERATION OF LAW, INCLUDING IF APPLICABLE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN WARRANTY STATED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY IN ALL SITUATIONS. IN ADDITION, LED INC. SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE, USE, OR MISUSE OF, OR INABILITY TO USE THE PRODUCT OR ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR LOSS OF USE OF THE PRODUCT OR FROM THE BREACH OF THE EXPRESS WARRANTY, INCLUDING INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS, OR FOR DAMAGES ARISING FROM ANY TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE) OR FAULT COMMITTED BY LED INC., ITS AGENTS OR EMPLOYEES, OR FOR ANY BREACH OF CONTRACT OR FOR ANY CLAIM BROUGHT AGAINST PURCHASER BY ANY OTHER PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY IN ALL SITUATIONS.

THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

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IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY FOR THE REMAINDER OF THIS LIMITED WARRANTY WHICH PURCHASER ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.

THE PARTIES UNDERSTAND THAT THE PURCHASER MAY USE THIRD-PARTY SOFTWARE OR EQUIPMENT IN CONJUNCTION WITH THE PRODUCT. LED INC. MAKES NO WARRANTIES OR REPRESENTATIONS AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY LED INC. OR OTHERWISE, INCLUDING THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT LIE SOLELY WITH THE PURCHASER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY BE.

This Limited Warranty allocates risk of Product failure between Purchaser and LED Inc., and LED INC.'S Product pricing reflects this allocation of risk and the limitations of liability contained in this Limited Warranty. The agents, employees, distributors, and dealers of LED INC. are not authorized to make modifications to this Limited Warranty, or make additional warranties binding on LED Inc.. Accordingly, additional statements such as dealer advertising or presentation, whether oral or written, do not constitute warranties by LED Inc. and should not be relied upon.

Product Recall Policy

How is a Recall Conducted

The distributor will assist LED Inc. with assessing any products that have been presented to the distributor as having failed due to defects in materials or workmanship. After being notified by the distributor of a pattern of product failures affecting more than twenty-five (25) units, LED Inc. will send a representative within five (5) working days to assess the product failures.

What is the Criteria for a Recall

In the event that during any sixty (60) day period, more than twenty-five (25) units are determined by LED Inc. to have failed due to defects in materials or workmanship, LED Inc. at its sole discretion may invoke a recall of the affected product. The criteria and limitations concerning defects in materials or workmanship are contained in the Limited Product Warranty and are incorporated here by reference in their entirety.

What LED Inc. Will Do Under a Recall

If a recall is invoked by LED Inc., LED Inc. will make available replacement product at no cost. LED Inc. shall be responsible for shipping costs incurred in bringing the replacement products to the installation site. In the event that LED Inc. does not have sufficient inventory LED Inc. on hand, it shall prioritize the production of replacement products where possible. In any event, LED Inc. shall make every effort to make available replacement product within ninety (90) days from the invocation of a product recall.

What is Not Covered Under a Recall

Under no circumstances shall LED Inc. be responsible for any costs or expenses related to shipping other than to the installation site, installing, or labor.