LED Luminaire Limited Warranty

Technical Consumer Products, Inc. ("TCP") warrants its products to be free from defects in material, workmanship, and title and to operate from the date of invoice (or date of manufacture if invoice date is not known or available) as provided in the Terms and Conditions set forth below. If the product is determined to have failed during the warranty period, TCP will, in its sole discretion, repair the product or defective part, replace with the same or a functionally equivalent product or part, refund or credit the purchaser. Any refunds or credits issued to the purchaser will be on a prorated basis according to the following calculation:

$$\frac{\text{Invoice Price (\$)} \times \text{Remaining Warranty Period (months)}}{\text{Warranty Period (months)}}$$

If TCP chooses to replace the product and is not able to do so because the product has been discontinued, has been modified, or is otherwise not available, TCP may, in its sole discretion, replace the product with a comparable product that is functionally equivalent to the product to be replaced. This limited warranty only applies when TCP products are operated as specified; have been correctly wired and installed; are operated within the electrical values publicized on all the labels; used in lighting equipment designed and approved for the application and in environmental conditions (temperature, humidity, air movement, and free of substances that may react corrosively with the product or parts of the product) within the normal specified operating range of the product. This warranty only applies to fixtures operating on a cycle of 10 hours or more per start and operated a maximum of 4400 hours per year. For purposes of clarity, the cost of removal or installing a repaired or replaced product or part, including but not limited to labor costs or expenses, shall be the sole liability of the purchaser.

Terms and Conditions

This limited warranty is for a period of five (5) years from the date of invoice (or date of manufacture if proof of purchase is not available), with all components to be ordered, assembled, and shipped from a TCP location. This only applies to TCP components; for non-TCP components, the supplier or manufacturer must be contacted for warranty claims. Any repair, alteration or modification of the product, including replacement of product components with components of other manufacturers will void the warranty in its entirety. TCP reserves the right to request the return of all allegedly defective products or components for testing and verification.

For products with discrete chip technology (individual LED chips), TCP warrants that no more than 10% of the discrete LEDs will fail within the stated warranty period.

This warranty does not apply to damage or failures caused by acts of God, as a result of any abuse, misuse, vandalism, fire, corrosive environments, power surges, excessive switching cycles, improper maintenance, abnormal use, tampering, unlawful acts by third parties, or use in violation of any applicable standard, code, or instructions for use in installations including those contained in the National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). TCP reserves the right to inspect all allegedly defective products and/or components to determine the cause of failure and patterns of usage. The date of purchase and product installation date must be verified to validate the elapsed operating hours if a warranty claim is sought.

Return of Defective Products

After contacting TCP, if it is determined to be necessary, a Return Material Authorization ("RMA") number will be issued, and the purchaser shall promptly return the product to TCP at the purchaser's expense. The RMA number must be present on the packing slip and on the outside of the shipment packaging of the returned material. Product must be returned within 30 days of receiving the RMA number. Failure to follow this procedure voids this warranty.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF TCP FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE ARISING FROM THE FAILURE OF THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. In no event shall TCP be liable for any other costs or damages, including installation, lost profits, delays, and incidental, special or consequential damages. TCP reserves the right to examine all failed luminaires, luminaire components, lamps, drivers, and/or ballasts and the right to determine, in its sole discretion, whether any LEDs, lamps, drivers, and/or ballasts are defective and covered under this limited warranty.