



## **LED Lamps and Luminaires Limited Warranty**

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Global Value Lighting (“GVL”) warrants that its LED lamps and luminaires (the “Product(s)”) will be free from defects in materials and workmanship from the date of manufacture for the period specified on the Product/Product packaging (the “Warranty Period”).

If a Product fails to operate during the Warranty Period as a result of defects in materials or workmanship, GVL will, at its sole option, replace it with the same or like Product, or refurbished (like new) Product at no charge or issue a credit to the purchaser which may be used for a future GVL product purchase. Credit is calculated as follows:

Credit (\$) = Purchase Price (\$) x unexpired original Warranty Period (months)/warranty period specified on the Product/Product packaging

**Claims Process:** To establish a claim under this Limited Warranty, first notify your GVL sales representative or customer service in writing within thirty (30) days of the initial failure of the Product. GVL may require the return of the Product claimed to be defective, along with proof of purchase to a facility designated by GVL. This warranty does not cover the costs incurred to: (a) remove or uninstall a defective Product; (b) ship a defective Product to GVL’s facility; or (c) install a repaired or replacement Product, which costs shall be the responsibility of the Purchaser.

Replacement products shall be covered under this Limited Warranty for the time period remaining under the original warranty or for a period of ninety (90) days, whichever is longer.

**Original Purchaser:** This warranty is extended to the original purchaser only, with proof of purchase required. However, in the event that valid warranty claims have been made to the original purchaser by its customers, GVL will honor those claims pursuant to the terms of its warranty as set forth herein.

**Terms and Conditions:** This Product warranty does not apply to failures caused by acts of God or as a result of any improper or incorrect use or installation of the lamp, defective lamp fixture, or any abuse, misuse, abnormal use or stress, or violation of any applicable standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings. Nor shall GVL provide warranty coverage for any products for which it has not received payment in full.

**Limitation of Liability:** GVL IN NO WAY WILL BE RESPONSIBLE AT ANY TIME FOR LABOR COSTS, REMOVAL OR INSTALLATION COSTS, LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP’S PERFORMANCE. THE LIMITED WARRANTY EXPRESSLY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY GVL WITH RESPECT TO THE PRODUCTS. ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. UNDER NO CIRCUMSTANCES SHALL GVL’S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ASSURE UNINTERRUPTED OPERATIONS OF PRODUCTS; SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE. This Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you; provided, however, the limitations expressed in this Limited Warranty shall in all cases be applied to the fullest extent allowed by applicable law.

**Reservation of Rights:** GVL 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. GVL reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement process; such products or parts will be comparable in function and/or performance to an original product or part.

**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 State of Rhode Island in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase, use or possession of the Products covered by this Limited Warranty, shall be brought and maintained exclusively in the State or Federal courts located within the State of Rhode Island (U.S.A.) and the purchaser expressly submits to the personal jurisdiction of such courts.

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