

## **BERGEN INDUSTRIES LIMITED WARRANTY**

Subject to the exclusions and limitations detailed below, Bergen Industries, Inc. (Bergen) warrants to the original consumer that products of its manufacture will be free from defects in materials and workmanship under normal use and service for **90 days** from the original consumer's date of purchase with the following product exceptions:

### **LED Lamps and Fixtures**

### **5 Year Limited Warranty**

#### **LIMITED**

Limited means that Bergen warrants to the original purchasers of products from Bergen authorized retailers/distributors at the time of shipment such products shall be free of defects in material and workmanship while used under normal working conditions. Standard wear and tear, overloading, misuse, defacing the product, and acts of God are not covered under warranty.

The purchaser is solely responsible for determining the suitability of Bergen for the purchaser's use, or for incorporating them into articles or using them in the purchaser's applications.

When a warranty claim arises, the purchaser must contact Bergen. If the defect comes under the terms of this limited warranty, Bergen will arrange, at its sole discretion, to replace the product. Original proof of purchase is required to establish original ownership of product. No warranty will be honored unless an invoice or other proof of purchase date is provided to Bergen Industries. Hand written receipts or invoices will not be honored.

#### **LED LAMPS AND FIXTURES WARRANTY (5 Years)**

Bergen guarantees that all of the products made and sold by Bergen are under strict quality-control to reach the standard 5 year warranty. Bergen warrants for the warranty period, with the limitations below, to the first user that all LED products manufactured by Bergen, when properly installed and maintained under normal service, are free from defect in workmanship.

*The warranty period begins on the date the product ships to the buyer and ends 5 years thereafter.*

A defect in the LED lighting arrays will be deemed to exist in a product only if either (a) there has been greater than 30% degradation in light output over the warranty period; or (b) more than 10% of the LED's have totally failed. Under normal use, if any product is found to be defective by Bergen or third party testing, Bergen will replace the product at Bergen's discretion provided the product has not been damaged through misuse, abuse, accident, modifications, alterations, neglect or mishandling. Warranty shall not apply to any product found to have been improperly installed, set-up, or used in any way not in accordance with the product's designed application.

This warranty specifically excludes the following:

- Expiration of the warranty period
- Tampering or abuse
- Parts or assemblies that have incurred extraordinary weather conditions including but not limited to lightning, strong gale, hurricane, earthquake, tornado, or flooding
- Corrosion caused by heavy fallout or exposure to corrosive chemicals, corrosive fumes, condensations or harmful substances
- Damages caused by installation or operation not in accordance with Bergen specifications
- Bergen LED Corn Lamps can be applied in closed fixtures or lampshades in accordance with UL specifications; they are prohibited to be used in any other enclosed fixtures or lampshades

Bergen does not warrant and specifically disclaims any warranty, whether expressed or implied, of fitness for a particular purpose, other than the warranty contained herein. Bergen's sole liability under this warranty is limited to replacement of the defective exterior finish, housing and heat sinks, lenses and LED array(s). Under no circumstances will Bergen be responsible for any other loss or damage expense whatsoever, including but not limited to charges or claims for labor, lost time, lost business, lost profits, loss of use or any kind of incidental, consequential or punitive damages however denominated or described.