



## **Trimlight LIMITED WARRANTY**

IMPORTANT! READ THIS LIMITED WARRANTY BEFORE INSTALLING OR USING THE TRIMLIGHT LIGHTING PRODUCTS ("PRODUCTS") ACCOMPANYING THIS LIMITED WARRANTY DOCUMENT. BY INSTALLING AND/OR USING THE PRODUCTS, YOU INDICATE YOUR ACCEPTANCE OF THESE LIMITED WARRANTY TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST PROMPTLY RETURN THE PRODUCTS TO YOUR AUTHORIZED TRIMLIGHT DEALER.

Trimlight, Inc. "Trimlight") warrants the lighting products (the "Products") sold by Trimlight to the original end user purchaser ("you" or "Customer") as follows:

### **PRODUCT WARRANTY**

Trimlight warrants, for the Warranty Period set forth below, that the Products will be free from material defects in materials and workmanship and will conform in all material respects to the Product specifications and documentation furnished by Trimlight. This warranty covers bulbs, light strings, diodes, and that the finish on aluminum components of the Products will not chip, peel, flake, or blister under conditions of ordinary wear.

### **WARRANTY PERIOD**

The time period of this limited warranty ("Warranty Period") is 50,000 hours of total use.

### **WARRANTY EXCLUSIONS**

- This warranty does not apply if damages or problems were caused by or arise out of installation of the Products other than by an authorized Trimlight dealer.
- This warranty is given only to the original purchaser of the Products from Trimlight or its authorized dealer and is not transferable to third parties. Customer must have the original purchase receipt or there must be other proof of purchase for the Products reasonably acceptable to Trimlight.
- INSTALLATION AND LABOR ARE NOT WARRANTED BY TRIMLIGHT. This limited warranty does not apply to installation or other labor or services. The authorized Trimlight dealer that provides installation or other services is solely responsible for any warranties with respect to its services, including any and all costs associated with the labor in connection with installation warranties. Please consult your local authorized Trimlight representative for details regarding their installation warranties.
- This warranty is conditioned upon proper handling, storage, installation, use and maintenance of the Products under normal usage conditions, reasonable documentation thereof, compliance with any applicable recommendations of Trimlight, and compliance with applicable IEEE, ANSI, ASTM and OSHA standards.
- This warranty does not cover problems or damages caused by any of the following: accidents, settlement, structural shrinkage or distortion of the property structure, fire, lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God, deterioration due to air pollution or contact with dissimilar materials, negligence, misuse or abuse, vandalism, airborne stains, mold, mildew accumulation, impact of foreign objects, or water and ice damage.

### **WARRANTY REMEDIES; DISCLAIMERS**

Trimlight's exclusive obligation under this warranty shall be to repair, or at its option, to deliver to Customer a sufficient quantity of Product to replace any Product which proves defective within the Warranty Period, provided that the Customer gives its Trimlight dealer prompt written notice of the defect (in no event later than 30 days from the date the defect was or should have been discovered), provides satisfactory proof of such defect to the dealer or Trimlight, and, at the dealer's or Trimlight's option and request, gives a representative of the dealer or Trimlight the opportunity to examine and inspect the Product at the jobsite, to remove representative samples for testing, and to review all documentation related to the Product's installation and maintenance.

The portion of the Product repaired or replaced by Trimlight under this warranty shall be warranted under these terms for the remainder of the original Warranty Period.



THE FOREGOING WARRANTY, REMEDIES, AND OBLIGATIONS OF TRIMLIGHT ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES. TRIMLIGHT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. THIS LIMITED WARRANTY DOCUMENT SETS FORTH TRIMLIGHT'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF PRODUCTS OR PARTS, INCLUDING WITH RESPECT TO THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION.

NO DEALER, RESELLER, AGENT, OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS LIMITED WARRANTY IN ANY MANNER. TRIMLIGHT DEALERS ARE INDEPENDENT BUSINESSES AND TRIMLIGHT IS NOT RESPONSIBLE FOR ANY WARRANTIES OR COMMITMENTS THEY MAY MAKE. IF YOUR TRIMLIGHT DEALER PROVIDES ANY ADDITIONAL WARRANTIES TO YOU, THE DEALER ITSELF IS SOLELY RESPONSIBLE FOR SUCH WARRANTIES.

#### **COLLECTION AND USE OF DATA:**

The Product is enabled to track usage information and data ("**Use Data**") and send the Use Data to Trimlight's information technology system. By using the Product, you consent to Trimlight's collection and use of such Use Data for the purposes of providing service to you and improving the Product and Trimlight's products and services generally. If you disagree with Trimlight's collection and use of such Use Data, please contact Trimlight (contact information listed below) with your request for Trimlight to cease collecting Use Data.

#### **LICENSE OF SOFTWARE AND OWNERSHIP:**

The Product contains software and/or intellectual property owned by Trimlight or its licensors. During the functional life of the Product, Trimlight grants to you a non-exclusive right to use such software and intellectual property solely as part of the Product and for the Product's intended operations. If you transfer ownership of the Product, this license will automatically transfer to the buyer of the Product. Subject to this license, Trimlight retains all right, title, and interest in and to the software and other intellectual property in the Product.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL TRIMLIGHT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF CUSTOMER'S FACILITIES, LOSS OF REVENUE, LOSS OF PROFITS, AND CLAIMS OF ANY THIRD-PARTY PURCHASERS OR USERS, EVEN IF TRIMLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, UNDER NO CIRCUMSTANCES WILL TRIMLIGHT'S TOTAL LIABILITY EXCEED THE PRICE PAID TO TRIMLIGHT FOR THE PRODUCTS TO WHICH THE LIABILITY CLAIM RELATES.

This Limited Warranty gives you specific legal rights. You may also have other rights which vary from state to state. Some states restrict limitations of implied or statutory warranties or other warranty conditions, so these limitations may not apply to you.