HALCO LIGHTING TECHNOLOGIES FIXTURE LIMITED WARRANTY

Halco Lighting Technologies (hereinafter called “Halco”), 2940 Pacific Drive, Norcross, GA 30071, warrants to the purchaser that Halco and Topaz fixtures will be free from defect in material and or workmanship from the date of shipment from Halco or Topaz for the following time periods:

LED Fixture Category:	
Residential:	5 Years
Commercial:	5 Years
Industrial:	5 Years

LED Fixture Category:	
Outdoor:	5 Years
Life Safety Products:	2 Years
Recessed Fixture Products:	5 Years

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Other Categories:	
Traditional Fixtures:	1 Year

Some fixtures may be covered under product specific warranties that may vary from the stated warranty above. See product specification sheet for details

Explicit Operating Conditions:

The determination of whether the fixture is defective shall be made by Halco in its sole discretion with consideration given to overall fixture performance. A fixture shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 15% of the total number of LED components of the fixture. This warranty is conditioned upon proper storage, installation, use and maintenance.

This warranty is not applicable to any fixture which is not installed and operated in accordance with the current edition of the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI) and with the Halco instructions and guidelines for the fixture. All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, testing, or record maintenance will void all warranties. Installation must have been performed by a licensed electrician. Halco is not liable for de-installation and re-installation costs.

Neither polycarbonate, acrylic, nor other plastic materials used in the fixtures are warranted against yellowing as yellowing may naturally occur over time due to normal aging. Halco is not responsible for any substantial deterioration in the fixture finish that is caused by failure to clean, inspect or maintain the finish of the fixture.

This warranty is not applicable to any fixture subjected to operating conditions outside Halco specifications and/or abnormal stresses. The warranty does not apply to damage or failures caused by acts of nature or God, as a result of any abuse. misuse, vandalism, hazardous materials, fire, corrosive environments, use of reactive cleaning agents or harsh chemicals in proximity to the products, powers surges or dips, improper power supply, excessive switching cycles, improper maintenance, abnormal use, loss or theft, tampering, animal or insect activity.

The warranty is only transferable provided the fixture is sold in new condition and original packaging. Halco reserves the right to examine all fixtures prior to the determination of warranty status including in their installed state prior to the determination of warranty status. All fixtures must be retained for warranty claims. The warranty period starts on the date of shipment from Halco. Should any fixture fail to meet the warranty specified above, Halco, at its option, shall correct any defect by issuing a credit for the fixture or providing a free replacement fixture. This shall constitute the purchaser’s exclusive remedy which does not extend to transportation, installation, labor or any other incidental or consequential charges. If exact replacements are not available, Halco reserves the right to provide replacements that are similar in form, fit and functionality. Remedy is expressly limited to credit or replacement only.

Warranty Exclusion Clause for Fixtures Exported:

This warranty shall be void for fixtures that are exported outside the U.S. and its territories. The distributor, private labeler or OEM assumes all responsibility imposed by statute, regulation or law on fixture sold into those markets.

NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.

The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. The warranty sets forth Halco’s responsibilities regarding the fixture and claimant’s exclusive remedy.

LIMITATION OF LIABILITY. Halco will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of fixture or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute fixtures, facilities of service, down time cost, or claims of claimant’s customers. Halco’s liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the fixtures or services furnished hereunder shall not exceed the price of the specific fixture or fixtures which gives rise to the claim.

Some states do not allow the exclusion or limitation of damages or the length of time for an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damages and implied warranties may not apply to certain claimants. This warranty gives the claimant specific legal rights. The claimant may also have other rights, which vary from state to state.

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