



## **FIVE-YEAR LIMITED WARRANTY ON LUMINAIRES FROM ERALUX**

### **WARRANTY**

ERALUX warrants that LED luminaires (“Products”) purchased directly from ERALUX will be free from defects in material and workmanship until the earlier of:

- Five (5) years from the date of manufacture
- 22,000 hours of operation.

ERALUX is not responsible for any controls hardware added on products which are covered by the applicable warranty (if any) of the manufacturer of that hardware.

### **REMEDY**

If a product fails to meet the warranty set forth above, then ERALUX will either:

- repair the defective product or
- provide a free replacement product or replacement parts (F.O.B ERALUX’s Headquarter in Montreal) or
- refund the purchase price paid to ERALUX for the product or replacement parts

Replacements of product or replacement parts may not be identical to what was initially purchased. The replacement or repaired product is warranted for the remainder of the original warranty period. ERALUX is not responsible for labor and other costs associated with removal or reinstallation.

### **TERMS AND CONDITIONS**

This warranty is NULL/VOID if the purchaser or the user fails to comply with any applicable instructions and recommendations of ERALUX. This includes but not limited to the following:

- use of product under abnormal operating conditions such as operation of product outside specified electrical values
- product is subject to abnormal use or stress such operating electrical conditions, environmental conditions
- product is not installed by trained electricians
- installation procedures are not followed

ERALUX shall not be responsible for any product failures that result from external causes, including, but not limited to, (i) acts of God, (ii) power surges that exceed product specification, (iii) fault or negligence of the purchaser or user, improper or unauthorized use, installation, handling, storage, maintenance, alteration or service, (iv) abnormal use or use in non-compliance with any latest applicable standards such as the National Electrical Code (NEC).

This limited warranty extends only to the purchaser, but ERALUX will honor, under the terms of the Limited Warranty, valid warranty claims by the purchaser arising from a failure to meet the above warranty when the product has been resold legally in new conditions and used only by the original end user.

### **LIMITS OF LIABILITY**

In no event, ERALUX shall be liable for any other costs or damages including lost profits, indirect costs, incidental, special or consequential damages. This foregoing limited warranty constitutes the sole and exclusive warranty and remedy of the purchaser and the sole liability of ERALUX for the specified luminaires and is IN LIEU of all other warranties, whether, oral, implied or statutory. No warranty of merchantability or fitness for a particular purpose is made or is to be implied.