## Rayonled

## **FIVE YEAR LIMITED WARRANTY**

## FOR SPECIFIC\* RAYONLED LED LIGHTING FIXTURES

This limited warranty is provided by the rayonled lighting systems company described below ("seller") to the original purchaser of the led lighting product that is identified on seller's invoice ("you") reflecting its original purchase (the "product") in canada. The seller is the rayonled lighting systems identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the product, provided that such product is resold in new condition and in its original packaging. Seller warrants that the product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of the 1st three (3) years from the date of original purchase. The determination of whether the product is defective shall be made by seller in its sole discretion with consideration given to the overall performance of the product. If seller determines the product is defective, seller will elect, in its sole discretion, to refund you the purchase price of the product, repair the product or replace the product. The finish on an rayonled led product will be considered defective if it exhibits cracking, peeling, excessive fading or corrosion during the term of this limited warranty. During the limited warranty period some fading, staining or chalking of the finish may occur. This is normal aging for the finish used, is not a manufacturing defect, and is not covered by this limited warranty.

## **Exclusions:**

- 1. This limited warranty will not apply to loss or damage to the product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of god; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by seller or applicable electrical codes; or improper service of the product performed by someone other than seller or its authorized service provider.
- 2. This limited warranty excludes field labour and service charges related to the repair or replacement of the product.
- 3. This limited warranty is void if the product is not used for the purpose for which it is designed.
- 4. There are no representations, warranties or conditions, whether express or implied, statutory or otherwise, including without limitation any warranties or conditions against infringement or of merchantability, fitness for a particular purpose or durability for a reasonable period of time, other than other than those expressly contained in this limited warranty and those legal warranties provided under provincial law which cannot be waived.
- 5. In no event shall seller be liable for incidental, compensatory,

consequential, indirect, special or other damages. Seller's aggregate liability with respect to a defective product shall in any event be limited to the monies paid to seller for that defective product. The limitations contained in this section apply regardless of the basis of the claim or the form of action including, without limitation, negligence or other tort, or breach of contract.

- 6. If the original purchaser, or subsequent purchasers, issues a warranty to its customers that differs from this limited warranty, such warranty shall not amend or modify this limited warranty and rayonled shall not be responsible for any portion of the original purchaser's, or subsequent purchaser's, warranty.
- 7. Rayonled, or its designated agent shall have the right to inspect any rayonled led product prior to executing any remedy as stated within this limited warranty. The original purchaser shall be responsible for safeguarding and holding any alleged defective product for rayonled's inspection. Rayonled shall have the option, in its discretion, to 1) instruct the purchaser to ship the rayonled led product, or any part thereof, to rayonled at the purchaser's expense, 2) to have its designated agent inspect the product at the original purchaser's premises, or 3) to require the original purchaser to supply to rayonled digital photographs of the defective rayonled led product, or any part thereof.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts shall be comparable in function and performance to an original product or part, as determined by seller in its sole discretion, and warranted as set out in this limited warranty for the remainder of the original warranty period.

In order to make a warranty claim, you must notify seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with seller's other warranty requirements as set out in this limited warranty. Upon receiving that notice, seller may require you to promptly return the product to seller, or its authorized service provider, freight prepaid.

Your warranty claim should be addressed to Rayonled Lighting Systems Inc At 8866a, boul. Du quartier, Quebec, Canada. J4Y 0R2.

This limited warranty only applies to specified led fixtures As agreed to by the seller.

This limited warranty is effective for purchases of product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with seller on or after the effective date of such revised warranty.

\*Refer to Rayonled Lighting Systems website for qualified products.

Effective March 25th, 2019

