



LIMITED WARRANTY

P.Q.L., Inc. ("PQL") products have a limited warranty ("Limited Warranty") to be free of defects in material and workmanship when used as directed and, based on the terms and conditions stated herein:

TERMS AND CONDITIONS

Within the terms of this Limited Warranty, all PQL products are warranted to meet the performance criteria outlined in the written product-specific technical data sheets, located at www.pqlighting.com, and be free of defects in material and workmanship for the warranty period stated on these documents. All warranties begin on the date of delivery of the products.

This Limited Warranty only applies to the original owner, is non-transferable, and must have been purchased from an authorized PQL distributor or salesperson. This warranty assumes that the products may be operated for up to twelve (12) hours per day and at least twelve (12) hours per start unless specified otherwise, and operated within the electrical and temperature parameters on the product technical data sheet, product label and installation instructions, or operated in what is deemed as normal conditions for that type of product. Operation of the products in excess of 12 hours per day will change the warranty coverage period to a maximum of 4,380 operating hours per warranty year.

LED arrays in fixtures will be considered inoperative only if a total of 15% or more of the total individual LEDs fail to illuminate. Product finishes will be considered faulty only if there is substantial deterioration in the form of blistering, cracking, or peeling and not the result of using harsh cleaning agents or exposure to hazardous chemicals or corrosive environments; normal fading or chalking of painted finishes can occur naturally over time and is not considered a defect.

CLAIM DETERMINATION

The determination of whether a product is inoperative or faulty shall be made by PQL in its sole discretion with consideration given to the overall performance of the product. If a product has been deemed inoperative or faulty in its materials or workmanship, PQL will repair or replace (at PQL's sole discretion) said product or part at no charge, or replace with the same or similar functionally equivalent product or part if original is no longer available or deemed unrepairable, excluding labor. PQL reserves the right to use similar, new, reconditioned, refurbished, repaired or re-manufactured product or parts in the limited warranty solution process. The repaired or replaced product is warranted for the remainder of the original warranty period. This shall be the customer's sole remedy with respect to any PQL products.

LIMITATION OF CLAIM

The aggregate remedy for any claim shall not exceed the total amount of the purchase price for the product. The cost of labor or administration is not included under this Limited Warranty.

PROPER INSTALLATION REQUIRED

This Limited Warranty only applies to reasonable indoor and outdoor usage of the product when properly wired and installed by a licensed electrician in accordance with the instructions contained in the product's Installation Instructions as well as per any labeling on the product, the current edition of the National Electric Code (NEC), local electrical codes, the Standards for Safety of Underwriters Laboratory, Inc. (UL), and the Standards for the American National Standards Institute (ANSI). Any unauthorized product alteration will void the warranty.

PROPER USAGE REQUIRED

Any failure, loss of performance, or defect in a product arising out of the product's unreasonable use shall not be covered by this Limited Warranty.

This Limited Warranty does not cover damage or failure caused in part by improper installation, use, operation, storage, maintenance, accident, acts of God, extreme weather, lightning strikes, power surges/spikes/dips or unregulated power, excessive switching, operation in temperatures outside of the specified operational range, use in damp or wet locations for products not designed for it, vibration, civil unrest, vandalism, damage that occurred in transit and not claimed for on receipt of product, damage during installation/storage, general wear or aging, mechanical and power connections, or any circumstances that are not applicable to the reasonable use of the product. This Limited Warranty is also not applicable if the system, lamp and/or ballast is operated in abnormal operating conditions: minimum operating temperature as listed on the technical data sheet, if used with dimmers, timers, motion sensors, or other control devices; operating out of the recommended operating voltage, excessive operating hours or switching cycles, operating with dirty or cracked sockets. Warranty period is based on typical 4000 hr./year operation. Use of timers or motion sensors may affect warranty. This limited warranty is not applicable if the lamp and/or ballast is replaced with any other manufacturer's product. General wear or aging is not considered a product defect if it does not result in inoperable conditions.

This Limited Warranty is automatically voided by the use of non-approved third party controls, power supplies or any other manufacturer's components, or if the product is used outside of its intended applications or for the stated purpose or conditions for which it is designed, as stated in PQL's written data sheets, product labels and installation instructions.

RGA PROCESS FOR WARRANTY CLAIMS

For replacement/repair service of an alleged inoperative product under this Limited Warranty, the original owner at the time of the initial installation of the product must contact PQL for a Return Goods Authorization (RGA) number and provide PQL with the original documents for the purchase of the product. RGA numbers may be obtained by calling PQL Customer Service at (800) 323-8107. PQL reserves the right to issue a product credit on future orders. Customer is responsible for shipping products to PQL as well as providing any additional information as reasonably requested by PQL in order to process the return request.

Once an RGA number is obtained, the alleged inoperative product shall be returned (at the customer's expense) directly to PQL or the location designated by PQL at the time the RGA is issued. The product must be returned within thirty (30) days of RGA issuance for the RGA to remain valid. All shipping boxes and packing slips must be marked with the valid RGA number.

If the customer purchases an immediate replacement of a product from PQL that is found to be inoperative and covered by this Limited Warranty, PQL will issue a credit for the replacement product and standard shipping if applicable.

If the product that is returned with the RGA is found to be inoperative and covered by this Limited Warranty, PQL will provide the remedy outlined in this Limited Warranty and any replacement product will be provided with standard shipping (free of charge). If the product that is returned with the RGA is not found to be inoperative product by PQL, PQL will return the product to the customer at the customer's expense.

This Limited Warranty will not apply unless all customer payments have been made in full and, on time, according to the customer's terms.

PQL reserves the right to modify this Limited Warranty from time to time; any such modification shall be effective for all purchases made after the effective date of such revised Warranty. This Warranty is limited to Products purchased in, and for use within, the United States or Canada. This Limited Warranty shall not apply to Products, parts, advice, assistance or service, which PQL furnishes as a promotion, as samples, as a courtesy or accommodation or for no fee.

LIMITATION OF LIABILITY

THE FOREGOING WARRANTY IS EXCLUSIVE, AND IS THE SOLE REMEDY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. THE LIABILITY OF PQL SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL PQL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, LABOR COSTS, REMOVAL OR INSTALLATION COSTS, DECREASE IN THE LIGHT OUTPUT OR CCT VARIATIONS OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE, WHETHER OR NOT PQL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; PQL SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

UNDER NO CIRCUMSTANCES SHALL PQL'S ENTIRE LIABILITY FOR A INOPERATIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; PQL SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

PREMIUM QUALITY LIGHTING®

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