
FIDELUX LIGHTING PRODUCT WARRANTY

Five (5) Year Limited LED Product Warranty. Each Fidelux LED product, including the LED electronics and components of its properly installed LED product will be free from defects in materials and workmanship for a period of five (5) years from the date of original sale. The product shall be considered defective only if 10% or more of the LED components fail for such product.

Exceptions apply, product-specific terms as defined in the product specification sheet. Defects in material or workmanship do not include improper installation or operation, alterations, power surges or overheating due to external conditions.

Fidelux LED Warranty includes the following performance criteria:

- LED driver will operate within Fidelux specifications
- 90% or more of the LED components will operate free of defects
- Fixture finish will not exhibit, peeling or corrosion (excluding natural aluminum or brass products)
- Fidelux LED Warranty includes the repair or replacement of parts

A Fidelux LED product can be returned to the original place of purchase for immediate replacement; or Fidelux can directly ship the replacement product.

Warranty Claims can be made by contacting Fidelux Customer Service at 1-203-774-5653 Monday - Friday 8:00 am to 5:00 pm Eastern time. Fidelux may request the product be returned or discarded, depending on criteria determined by Fidelux at the time of the claim.

This limited warranty is provided by Fidelux Lighting company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is Fidelux Lighting company 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 FIVE (5) 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. A Product 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 10% of the total number of LED components in 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. 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. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED. 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 will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

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DISCLAIMER. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND FIDELUX EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE FIDELUX'S ENTIRE AND EXCLUSIVE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE PRODUCTS AND ALL PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND OPERATION.

LIMITATION OF LIABILITY. FIDELUX shall not be liable under any theory of relief, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to any breach of warranty, any FIDELUX products and the use thereof, or any other acts or omissions of FIDELUX for: (i) any indirect, incidental, special or consequential damages, whatsoever (including without limitation, loss of anticipated value of a business or its reputation) or (ii) any damage or loss in excess of the price actually paid by buyer to the authorized FIDELUX distributor for the products that caused the damages. Any action by buyer must be commenced within one year after the cause of action has accrued.

Miscellaneous. These product warranty terms shall be governed by the laws of the State of Connecticut. Buyer consents to the personal jurisdiction and venue of the courts of the State of Connecticut. Any legal or equitable claim of any nature arising hereunder shall be filed and maintained in the state or federal courts in the State of Connecticut and buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed Fidelux, buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding upon Fidelux or buyer unless in writing and signed by duly authorized representatives of both parties. These product warranty terms shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Fidelux Lighting

Product Return Address: (Return products without signed and authorized RMA form will not be accepted)

180 Johnson Street, Middletown, CT 06457

Phone# 1 (203) 774-5653

Email: customerservice@fidelux.com