

# Limited Warranty

We warranty all of our products to be free from defects in material and workmanship for a period of ONE (1) year from the date of shipment, unless otherwise stated below.

Our Limited Warranty does not apply if:

- The original bill of sale, delivery date, or product number cannot be verified
- The parts claimed to be defective are not returned for inspection if so requested by us
- The product is not in possession of the original end use purchaser.
- Warranty does not apply: (i) used in Commercial Applications or 24 hour use, unless otherwise granted by us

We (ii) used for purpose for which they are not designed or intended (iii) damaged by abuse, misuse, accident, modifications, alterations, neglect or mishandling (iv) improperly installed, stored, maintained, or operated (v) used in violation of written instructions by us.

- Additionally this warranty does not cover scratches, abrasions, or deterioration due to the use of paints, solvents, chemicals or abrasive cleaning techniques

For Indoor Products:

- LED components are warranted for FIVE (5) years; For commercial applications, LED components are warranted for THREE (3) years, unless otherwise specified by us.
- Finish, Care & Cleaning: Initial care for finishes requires only periodic cleaning with a soft cloth, dampened with water. A mild non-abrasive soap may be used along with a soft cloth and water to remove dirt. Particular attention should be paid to avoid abrasive materials and strong cleaning agents as they will quickly destroy protective coatings and subject to rapid oxidation and discoloration.
- Product Designed for commercial applications, such as LED tape, is warranted for FIVE (5) years or 40,000 hours. Products distinctly marked for residential use only will not be warranted for commercial use.

For Outdoor Products:

- LED components FIVE (5) years
- Fading or chalking may occur and is considered normal. For coastal locations, some corrosion and/or deterioration is considered "normal wear" in this environment.
  - o Outdoor powder coated finishes are subject to change due to prolonged sunlight, pollutants, and other environmental conditions. Powder coated finishes are warranted for ONE (1) year.
  - o Vivex Outdoor products' finishes are warranted for THREE (3) years.
  - o Many finishes mature over time, changing in appearance. Fading, discoloration, and patina may not be applicable to the above warranty.
- 12V Landscape lighting must be used in conjunction with low-voltage transformers.

We do not warranty transformers purchased from other manufacturers.

## For LED Bulb Retrofits

LED Retrofit bulbs are warranted for a period of 5 years, based on 3 hours of use per day in environments with an ambient temperature of 25° Celsius/77° Fahrenheit, unless otherwise noted in the products packaging.

The warranties apply only to the original consumer purchaser and only to products used in normal use and service.

Normal use means residential non-commercial use. If a product is found defective, we reserves the right to correct the problem in the field at our discretion. We are not responsible for removal or installation costs.

We are not responsible for any labor incurred. Use of incorrect installation methods and/or bulb wattage will void the warranty.

## Ceiling and Wall Fan Warranty and Limitations

Subject to Our General Warranty and Limitations and aside from the exceptions noted below, we offer the following **limited lifetime warranty** for our Ceiling Fans and Wall Fans: if the Fan's motor or motor-related parts should fail due to what our, discretion, determines to be a defect in material or workmanship, we will, at its option either repair or replace the defective part free of charge.

Except as provided below, for one (1) year following the purchase date, if any part other than the motor or motor-related parts, including, but not limited to, blades, light kits, downrods, switches, housing, or finish should fail due to what our, sole discretion, determines to be a defect in material or workmanship, we will, at its option, to repair or replace the defective part free of charge.

Ceiling Fans with built-in LED light sources used for single family residences are warranted for five (5) years on the LED Light Engines and electrical components. The warranty for these same product's LED Light Engines and electrical components for commercial use is three (3) years on the LED Light Engines and electrical components. Non-LED Light bulbs carry no warranty.

Non branded LED bulbs supplied by, but not manufactured by us carry no warranty other than manufacturer's warranty.

### **DISCLAIMER OF IMPLIED WARRANTY**

**IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. WE AND/OR SELLER DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Some states/provinces do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of special, incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

### **Retail Partner Options:**

The IMAP is a unilateral policy decision of our lighting and applies to advertising only. Dealers are free to establish their own actual sales prices whether or not in accordance with IMAP. Our lighting does not ask for, nor will it accept any assurance of compliance or agreement from a Dealer regarding IMAP. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Dealer and Our Lighting, nothing in those agreements shall constitute an agreement by the Dealer to comply with IMAP. Each Dealer must decide on their own what to charge and how to advertise their pricing of our lighting products. A Dealer's selling at or above the IMAP price does not communicate and is not received as an acceptance or compliance.

### **Variance from IMAP – Consequences:**

Our Lighting will unilaterally terminate any account whose practices vary from our lighting's IMAP. We are solely and unilaterally responsible for observance of the advertising and pricing practices of its dealers, the detection of advertising and pricing practices that vary from its IMAP, and the implementations of those variance consequences. We will not act accept or act in response to communications from a dealer providing information about the advertising or pricing practices of any other dealer.

Violations of our IMAP policy will result in the following action being taken against the violating account:

#### **First Violation**

Warning notice will be issued to correct violation within 48 hours (All orders will be held). If correction is not made within 48 hours from notice, Dealer will be subject to 7 day no ship suspension.

#### **Second Violation**

If 2nd violation occurs within 12-Months of 1st violation, Dealer will be subject to 30 day no ship suspension.

#### **Third Violation**

Formal conversation will be held and no orders will be shipped.

\*Any violations that occur during a Holiday or Holiday Weekend will be subject to an immediate 4 business day suspension starting on the subsequent business day.

\*Any violations that occur during suspension will result in additional 30 day no ship suspension.

\*Dealers will have "Buy Online" and "Authorized Online Dealers" links removed during suspension.