

# Limited Warranty

Except for purchasers of Wayfair®-listed products, this limited warranty may only be claimed by direct purchasers of products from Access Lighting, and you must contact the company from whom you bought the product for any applicable warranty coverage.

## WARRANTY TERM

The Lighting fixtures, components and electronic products when properly installed and under normal conditions of use, are warranted to be free of defects in workmanship or materials for 12 months from the date of our sale to you.

## WHAT WE WILL AND WON'T DO

Within the warranty period, we will, at its sole option, replace the defective fixture with a comparable product, repair the defective fixture at its warehouse, or refund the pro-rata purchase price of the fixture. You are responsible for any other costs associated with any applicable replacement or repair of defective products, including labor, installation, or other costs or damages, such as any costs and materials relating to the removal or reinstallation of any products. The warranty period for any repaired or replaced products is limited to the time remaining of the original warranty, if any.

## DISCLAIMER OF OTHER WARRANTIES OR TERMS;

## NO INDEMNITY; IMPROPER INSTALLATION OR USE

To the maximum extent permitted by applicable law, the warranties, conditions, other terms, and remedies provided in these terms are instead of any other warranty or condition, express, implied, or statutory, including those regarding merchantability, fitness for any particular purpose, noninfringement, or any warranty arising out of any course of dealing, usage of trade, proposal, specification, or sample. We do not assume (and does not authorize any person to assume on its behalf) any other liability. Except to the limited extent that this warranty may be claimed by end users of Wayfair listed products, the warranties, conditions, and remedies provided in these terms are personal to our direct customer and are not subject to assignment, transfer, or pass-through by our direct customer to any other person or entity, and any attempted assignment or transfer is void.

This Limited Warranty is your sole and exclusive remedy and our sole and

exclusive liability concerning products sold by us. We have no obligation to provide any indemnification for any allegations, assertions, or claims of any type of whatever nature. In no event will we be liable for any monetary damages or other costs associated with warranty claims, whether for the replacement or repair of products, including labor, installation, or other costs or damages and, in particular, any costs relating to the removal or replacement of any products.

**This warranty does not apply to products that have been incorrectly installed, stored, or misused, including, without limitation, improper maintenance, incorrect lamping, or fluctuations of the supply voltage. Failure to follow the installation instructions (including proper installation location) or properly use or clean the fixture will void the warranty in its entirety.**