

## **BRANDLITE LIMITED – DC Illuminated Logo Lights/Wall Art**

Warranty and Limitation of Liability (Revised 29 May 2021)

### **WARRANTY**

Each DC LED Logo Light, Wall Light, Illuminated DC Posters, Illuminated Wall art delivered to Customer shall be free of defects in material or workmanship for a period of twelve (12) months from shipping date, when installed and operated in normal operating conditions and in accordance with product guidelines.

Brandlite warrants that LED's and the lighting solution included will perform as intended, but does not warrant against breakage except if the product arrives damaged or broken. Same applies to the included power adapter. In case of a malfunction at the time of receipt of the product, Brandlite will provide a new Lighting unit or power adapter at no charge to the Customer.

For LED products containing LED's or LED strips, Brandlite warrants that the LED's will maintain 70% of their initial luminance for 50,000 hours or 5 years. This is for indoor use only and where applicable with ambient temperatures up to 35C (95F).

Upon discovery of a defect covered under this warranty, Customer shall contact Brandlite to determine whether Brandlite shall repair or replace, at its option, the defective product.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY US, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED DIRECTOR OF OUR COMPANY.

### **Limitation of Liability.**

Our obligation and liability with respect to any products or parts which are found defective in material or workmanship within the warranty periods stated above shall be limited to replacement or repair F.O.B. at our factory in Shenzhen, China or, if in our judgment such products or parts cannot be replaced or repaired within a reasonable time, to refund of the invoice price of such products or parts. In no event shall Brandlite be liable for consequential, incidental, punitive or special damages, even if advised of the possibility of same, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products or parts, or in connection with any delays in delivering any products. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply, or attempted repair by anyone than a facility authorized by Brandlite to service the Product. Brandlite is prepared to repay 50% of shipping cost provided that the amount does not exceed the sale price of the product.

### **Arbitration.**

Any controversy or claim arising out of or relating to this order or the performance or breach thereof shall be settled by arbitration in the City of Hong Kong, in accordance with the rules and procedure then obtaining of the Hong Kong Arbitration Association for commercial arbitration and the judgment rendered pursuant to such arbitration shall be binding upon the parties and the damages found by the arbitrator, compensation, costs and expenses (including reasonable attorneys' fees) for such arbitration shall be allocated as part of the judgment of the arbitration.