

WARRANTY LED ENGINES

TERRALUX warrants to the original buyer only each LED Module and Engine to be free from defects in materials and workmanship for the Warranty Period listed below, starting from the date of shipment to the original buyer. The LED arrays used in these products will only be considered defective when 10% or more of the LED's fail to illuminate. Upon any failure of a product to comply with this warranty, TERRALUX's sole obligation, and buyer's sole remedy, is to refund the purchase price or repair or replace the unit and return it to the original buyer, freight prepaid. This express limited warranty is subject to the terms and conditions outlined below.

TERRALUX product	Part Number	Warranty Period ‡
Low Voltage MR-16 Engine	TLM-R16B, TLM-16C, TLM-R16L	60 months / 5 years
Line Voltage Linear LED Engine	TLM-L04, TLM-L06, TLM-L08	60 months / 5 years
DLR7-H LED Downlight Retrofit	TLK-DLR7H	60 months / 5 years
DLR6-H LED Downlight Retrofit	TLK-DLR6H	60 months / 5 years
D _R Downlight Retrofit Products	TLK-DR6A, DR8A, DR10A, DR88A, DRVA	120 months / 10 years
D Downlight Fixtures	TLF-D6A, D8A, DV6A, DV8A, D10A, D88A, DVA	120 months / 10 years
MR16 LED Trackhead	TRK-R16C1	60 months / 5 years
Decorative MR16 LED Lamp	TLL-R16A	36 months / 3 years
S _R Surface Mount Engines	TLM-D08A, TLM-SR95A, TLM-D12A	84 months / 7 years
LED Recessed Downlight	TLF-DLSQ8	120 months / 10 years
LED Recessed Retrofit Kit	TLK-DLSQ8	120 months / 10 years
Line Voltage Spot Engine	TLM-R20A	60 months / 5 years
Wall Sconces	TLF-WSC118	60 months / 5 years
Flush Mount Ceiling Fixtures	TLF-CFA14, CFB14	60 months / 5 years
Stairwell Fixture	TLF-SL12, SL24, SL48	120 months / 10 years

TERRALUX MAKES NO OTHER WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, OR STATUTORY, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

TERMS AND CONDITIONS

‡ Warranty Period: There are no run-time restrictions, 24 hours per day operation is included.

This express limited warranty does not apply to products that have been abused, damaged, altered or misused by any person or entity after title passes from TERRALUX. In addition, Terralux shall not be responsible for product failures that result from external causes, including but not limited to: Fire, acts of God, power surges or fluctuations, improper power supply, fault or negligence of the installer, or operating the product in an environment (temperature, humidity) outside the operating range of the Product Specification. Third Party supplied products (such as emergency back-up batteries, occupancy sensors and specialty LED Drivers) not manufactured by Terralux, are not warranted by Terralux.

This warranty does not apply to any abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA).

WARRANTY ACTIVATION / SERVICE CLAIMS

Warranty claims can be serviced by calling TERRALUX Customer Service:
 P : 303.442.4960
 F : 866.919.2515
 E : warranty@TERRALUX.com

RETURN OF DEFECTIVE PRODUCT

Products returned for warranty claims must be received by TERRALUX prior to the expiration of the Warranty Period. Except as specified below, the original buyer may not return products to us without our prior written approval and without first obtaining a return material authorization number, which we may withhold in our sole discretion. The return material authorization (RMA) number must be displayed on the shipping container and the original buyer must complete and return a RMA form with the shipment. Returned products will be promptly repaired or replaced, at our option, and returned freight pre-paid to the original buyer. The original buyer shall bear all of the risk, and all costs and expenses, associated with products that have been returned to us if there is no defect found or which are returned without a return material authorization number. The original buyer must

provide us with shipping instructions to return replacement or repaired products.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TERRALUX BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF REVENUE OR PROFITS, OR ANY LIABILITY A BUYER MAY HAVE TO ANY THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE, OR LOSS OCCASIONED BY SUCH PRODUCT, INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE. Our liability for damages arising out of or related to a product shall in no case exceed the purchase price of the product from which the claim arises. To the extent permitted by applicable law, these limitations and exclusions will apply whether our liability arises or results from breach of contract, breach of warranty, tort (including but not limited to: negligence, gross negligence, malice, or intentional conduct), strict liability, by operation of law or otherwise.