



## BRIGHT1000 LIMITED WARRANTY

Bright1000 Holdings LLC (hereinafter called "Bright1000"). 279 CW Ave, Ashland, KY 41102 provides the following:

**WARRANTY:** Subject to the terms and conditions specified in this Limited Warranty, Bright1000 warrants that the Bright1000 LED fixtures ("Product") purchased directly from Bright1000 or its authorized distributors will be free from defects in material and workmanship. The warranty period shall begin with the date of purchase. The duration of the warranty period shall be specified by product family, and is listed under the "Products" section at [www.bright1000.com](http://www.bright1000.com).

Notwithstanding anything to the contrary in this Limited Warranty, the LED module of the Product shall not be deemed to fail to meet the warranties above unless fifteen percent (15%) or more of the LEDs in the module do not light.

**REMEDY:** If a product fails to meet the warranty set forth above, then Bright1000 will, at its option, either (i) repair the defective Product (ii) provide a free replacement Product or replacement parts, F.O.B. Bright1000's warehouse, or (iii) refund the purchase price paid to Bright1000 for the Product or replacement parts. Any replacement Product or parts will be comparable in function, but may not be identical to the original. The replacement or repaired Product is warranted for the remainder of the original warranty period. Bright1000 is not responsible for labor and other costs associated with removal or re-installation.

**TERMS AND CONDITIONS:** The limited warranty is VOID if the Purchaser or the user fails to comply with any applicable instructions and recommendations of Bright1000; if any components are replaced with components of other manufacturers; or if the Product is operated outside the specified electrical values or is the subject to abnormal use or stress, including over/under voltage conditions, excessive switching cycles, and operation in environmental conditions (e.g. ambient temperature) outside normal specified operating range.

Bright1000 shall not be responsible for any failure of Products that result from external causes, including but not limited to, acts of God; power surges that exceed product specifications; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, maintenance, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard code or instructions for use in installations including those contained in the latest National Electric Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), and with Bright1000 instructions and guidelines for the luminaire; or any cause other than a defect in the material or workmanship of the Product itself.

This limited warranty extends only to the Purchaser, but Bright1000 will honor, under the terms of this Limited Warranty, valid warranty claims by Purchaser arising from a failure to meet the above warranty when the Product has been resold in new condition and used only by the original end user.

**HOW TO MAKE A WARRANTY CLAIM:** Bright1000 must issue a Return Material Authorization (RMA#) for all requests for warranty review. To make a warranty claim, retain the failed Products and notify your Bright1000 sales or customer service representative in writing within thirty (30) days of the failure, providing proof of purchase. After contacting Bright1000 and receiving an RMA number, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product. The Product must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this Limited Warranty. *Bright1000 reserves the right to examine all failed Product to determine the cause of the failure and patterns of usage* and shall be the sole judge as to whether any Product is defective and covered under this Limited Warranty.

**LIMITS OF WARRANTY:** THE FOREGOING LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF BRIGHT1000 FOR THE SPECIFIED LED LUMINAIRES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL BRIGHT1000 BE LIABLE FOR ANY OTHER COSTS OR DAMAGES INCLUDING LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.