



## Warranty Statement


### Vivid Leds, Inc. Warranty Statement

Revised 4/24/16

#### WARRANTY

**1. Products Warranty.** Vivid Leds, Inc. warranties to the original purchaser, with proof of purchase, its supplied products from date of shipment. Vivid Leds, Inc. will repair, or at their discretion, replace the defective product, only when the product is properly handled, installed and maintained in accordance with standard acceptable practices. Vivid Leds, Inc. warrants all Products to be free from defects in material or workmanship, under normal use and service, for a period as shown on each Product's individual specification sheet from the date of delivery. All repair covered by this warranty must be performed at Vivid Leds, Inc.'s factory, or other such warranty repair facilities of Vivid Leds, Inc. as designated by Vivid Leds, Inc., unless Vivid Leds, Inc. specifically directs that this service be performed at another location. Any defect corrected within the warranty date specified and found to be within this scope of the warranty will be repaired by Vivid Leds, Inc. and all charges for repair labor and material will be borne by Vivid Leds, Inc. If it is determined that either no fault exists by Vivid Leds, Inc., or the damage to be repaired was caused by negligence of The Purchaser, its agents, employees or customers, the Purchaser agrees to pay all charges associated with each such repair. This warranty excludes defects resulting from improper installation, acts of God, fire, vandalism, weather, civil disturbances, power surges or improper power supply, and corrosive environment installations. The Purchaser must notify Vivid Leds, Inc. in writing within seven days of noticing the defect. This warranty excludes all field labor or service charges related to the repair or replacement of the product. THIS CONSTITUTES THE SOLE WARRANTY MADE BY Vivid Leds, Inc. EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VIVID LEDS, INC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE PURCHASER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS. Vivid Leds, Inc. reserves the right to modify any of its products without prior notice and without incurring obligation.

**2. Misuse of Products.** Any tampering, misuse or negligence in handling or use of Products renders the warranty void. Further, the warranty is void if, at any time, the Purchaser attempts to make any internal changes to any of the components of the Products; if at any time the power supplied to any part of the Products exceeds the rated tolerance; if any external device attached by the Purchaser creates conditions exceeding the tolerance of the Products; or if any time the serial number plate is removed or defaced. OPERATION OF THE PRODUCTS THAT RENDER THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCTS. WARNING: Electricity is dangerous and can cause injury or death. Vivid Leds, Inc.'s Product Warranty is only valid if Products are installed by a licensed, qualified electrician who met all wiring codes during the installation. Vivid Leds, Inc. assumes no responsibility for incorrect installation/usage or any labor costs incurred by the Purchaser/installer/user for any reason. The Purchaser shall bring this warning to the attention of its staff and customers.



**3. Warranty Terms and Conditions.** This warranty is void if the product or the lighting system with which the product is operated is not installed, operated, or maintained in accordance with:

- The National Electric Code (NEC).
- The Standards for Safety of Underwriters Laboratories, Inc. (UL).
- The Standards of the American National Standards Institute (ANSI).
- The specific instructions supplied by Vivid Leds, Inc for the installation, operation and maintenance of the product.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OR DAMAGE ARISING OUT OF, OR IN CONNECTION WITH, THE SALE OF ANY PRODUCT, OR ANY BREACH BY VIVID LEDS, INC. OF ITS OBLIGATIONS WITH RESPECT THERETO, SHALL BE LIMITED TO REPLACEMENTS OF THE PRODUCTS OR REFUND OF THE PURCHASE PRICE PAID BY CUSTOMER TO THE COMPANY FOR THE PRODUCTS, AT VIVID LEDS, INC'S SOLE DISCRETION, PROVIDED, HOWEVER, THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER UNLESS (I) CUSTOMER HAS COMPLIED WITH THE REQUIREMENTS HEREUNDER FOR MAKING A CLAIM, (II) THE PRODUCTS ARE FOUND TO BE DEFECTIVE BY VIVID LEDS, INC. AND (III) CUSTOMER HAS PAID FOR THE PRODUCTS IN FULL WHEN DUE. THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO OTHER WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN. UNDER NO CIRCUMSTANCES SHALL VIVID LEDS, INC. BE LIABLE TO CUSTOMER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, PROFITS, REVENUE OR BUSINESS) ARISING FROM, OR IN ANY WAY RELATED TO, THE SALE, USE OF, OR INABILITY TO USE THE PRODUCTS, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. THIS EXCLUSION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

This warranty is subject to the terms and conditions of sale applicable to the initial purchase of the product from Vivid Leds, Inc., which shall take precedent.

By the acceptance of the Invoice of initial sale, the parties declare that they have read and understood the warranty terms and conditions of this document and agree that this document is the only document between them on the subject matter and shall be known as Vivid Leds, Inc. Warranty Statement. However, the parties agree that Vivid Leds, Inc. can specify additional SPECIAL CONDITIONS on an official company quote that shall be valid for that quote only and shall be binding, on the Purchaser placing a Purchase Order to the Company for that Company quote.