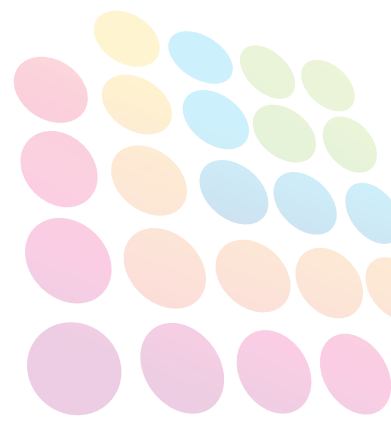




## Warranty Statement



### **Vivid Leds, Inc. Warranty Statement**


Revised 2/2/22

**1. Products Warranty.** Vivid Leds, Inc. warrants all Products to be free from defects in material or workmanship at the date of delivery. 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. 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. 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 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.



**4. Order shortage or shipment damage.** Damaged product, mis-shipped product, or non-delivery must be reported to Vivid Leds, Inc. in writing by the Purchaser within 2 business days of tracking indicated shipment receipt.

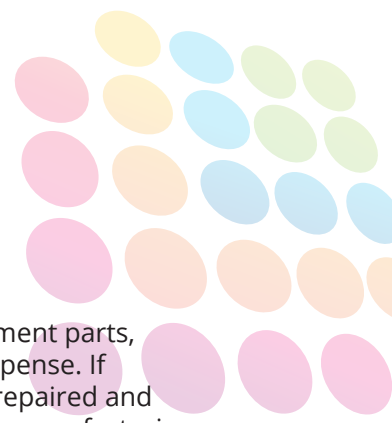
CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OR DAMAGE ARISING OUT OF, OR IN CONNECTION WITH, THE SALE OF ANY PRODUCT, OR ANY BREACH BY VIVID LEDS, INC. OF ITS OBLIGATIONS WITH RESPECT THERETO, SHALL BE LIMITED TO REPLACEMENTS OF THE PRODUCTS OR REFUND OF THE PURCHASE PRICE PAID BY 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.

**5. Full Warranty Disclosure.** Vivid Leds, Inc. warranties to the original purchaser, with proof of purchase, its supplied products. 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. Within two years of date of purchase, Vivid Leds, Inc. warranties the LED Luminaire's housing and powdercoat finish, LEDS, driver, and other components, to be free of manufacturer defects. If a Luminaire's housing or components fail within the first 2 years, no cost replacement parts or replacement product will be issued. For the Luminaire's housing and powdercoat finish during the first 2 years, a credit will be issued for a replacement product, if the product cannot be repaired or replaced. Within 5 years of date of purchase, Vivid Leds, Inc. warranties the LED Luminaire's housing and powdercoat finish to be free of manufacturer defects. Within 10 years of date of purchase, Vivid leds, Inc. will offer customer support to assist in the repair or replacement of the product with the customer bearing all expense.

**A.** VIVID LEDS, INC. will honor this warranty for product that fails during normal use due to manufacturer's defect if the Luminaire has been installed and connected properly, and is operating within the outlined conditions of the specifications. If for any reason the product fails during the warranty period, please contact VIVID LEDS, INC. at [support@vividleds.us](mailto:support@vividleds.us) for the return and replacement process.



**B.** The following information is required for all warrant claims:

- Customer must furnish proof of date of purchase.
- Customer must provide proof of failure.
- Customer must provide pictures, video and data of the damaged parts.

**C.** If customer cannot repair the Luminaire themselves with provided replacement parts, then the Luminaire must be returned to the manufacturer for repair at customer's expense. If the Luminaire is found to be defective due to manufacturing causes, the light will be repaired and returned at no cost. If the damage is due to abnormal use or any other reason except manufacturing causes, then the customer is responsible for all shipping costs and maintenance.

**D.** Turnaround time on repairs: Stock on replacement parts may be limited. If returned to us, we will attempt to repair the Luminaire. If we cannot, the under-warranty Luminaire will be replaced with the same model or with one of equal or higher value. If your Luminaire is out of warranty, we will assess the repairs and notify by email the cost of the repairs. If a decision is made not to repair the light, we will return the Luminaire. If we need to order the repair parts from the manufacturer, the turnaround time may be longer. Before returning the Luminaire for maintenance, please see if performing some maintenance will correct the issue. Remember, maintaining your Luminaire according to our technical datasheet and suggestions will provide a longer product life.

**E.** Warranty Exceptions:

- Damage due to mishandling or abuse of the product.
- Not using a voltage regulated power supply (Driver) to connect LED products.
- LEDs connected to the wrong output voltage.
- Improper connection of power supplies (Drivers).
- Using products in an extremely hot or wet environment outside the written operating temperature.
- Water damage to non-waterproof products.
- Electrical power surges. (Note: It is recommended if there is a possibility of power surges then you should consider a surge protector for the incoming A/C power line)
- Damage from lightening or electrical Storms.
- Acts of God. (examples: hail, flooding, tornado, fire, wind, etc.)
- Products or electronic components that have been modified by the user.
- Products used for purposes other than intended and directed.
- Products damaged by connection to other LED systems or components not purchased from Vivid Leds, Inc.
- Product damaged due to installation error or power fluctuations beyond component rating are not covered under the warranty.