



**LED Fixture
5 Year Limited Warranty**

LDPI, INC.
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LDPI, Inc. LED Fixture 5 Year Limited Warranty



Subject to the exclusions set forth below, LDPI, Inc. ("Seller") warrants to the Buyer that any order for LED fixtures designed, manufactured and sold by the Seller (the "Product") shall be free from defect in material and workmanship for a period of (5) years from the date of shipment from LDPI's facility, provided the Product(s) is: (1) properly installed, in an unmodified condition, in accordance with the installation instructions by a qualified electrician and (2) operated, maintained, and used under normal conditions with its commercial light emitting diode (LED) fixture's electrical components installed with the fixture. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT(S) IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.** The determination of whether the Product is defective shall be made by the Seller in its sole discretion with consideration given to the overall performance of the Product. The Light Emitting Diode (LED) arrays in the Product(s) will be considered defective in material or workmanship if a total of 15% or more of the individual LED's in the Product(s) fail to illuminate, per each board. Non-Electrical components are warranted for a period of one year only from date of shipment, as more fully outlined in the LDPI, Inc. General Terms and Conditions.

LDPI, Inc. will not be responsible under this warranty for any failure of the Product(s) caused by: acts of nature; physical damage; alterations; environmental conditions; vandalism; mishandling; improper installation; storage; improper maintenance; fire; power surges or failure; electrical current fluctuations; animal or insect activity; improper controlling and/or excessive switching; induced vibration; failure to follow installation instructions; improper power supply; use of LED lamps or boards not supplied by Seller; improper or unauthorized use; exposure to adverse or hazardous chemical and/or reactive cleaning agents; fault or negligence of Buyer, any end user or third party; or any other occurrences beyond control of LDPI, Inc. If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages, or structures

The obligation of the Seller for claims based on the failure of the Product(s) to meet any warranty, whether the claims is in contract, warranty, tort or otherwise, and the Buyer's SOLE and EXCLUSIVE REMEDY, shall be limited to one of the following, at the Seller's option: (a) the repair or replacement of the defective parts, provided, however, the Buyer shall be responsible for the payment of labor costs associated with such repair or replacement, including field labor and service charges related to the repair or replacement of the Product(s); or (b) in the event the Seller is unable to repair or replace the defective parts, the Buyer shall be entitled to a refund of the costs of the parts.

Buyer assumes all responsibility for installation of the Product(s) and shall be responsible for ensuring that the installation complies with federal, state and local health and safety laws and regulations. Buyer indemnifies, holds harmless, and agrees to defend Seller from any and all claims, damages, liabilities and expenses, including actual reasonable attorney's fees, resulting from negligent installation of the Product(s), any installation that does not comply with the applicable laws and regulations, or violation of any such law or regulation, codes, recommendations, product specification sheets, or instructions of Seller.

This warranty extends only to the Products(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. Warranty claims regarding Product(s) must be submitted to Seller in writing within (30) days of the discovery of the defect or failure. Buyer must provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Seller may require Buyer to promptly return the Product(s) to Seller for inspection and verification of non-conformance by LDPI, Inc., but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a Return Materials Authorization (RMA) number.

Warranty claims must be sent freight prepaid to:

LDPI, Inc.
4404 Anderson Drive
Eau Claire, WI 54703

IN NO EVENT SHALL THE SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, AND SPECIAL OR OTHER DAMAGES. Seller's aggregate liability with respect to a defective Product shall in any event be limited to the monies paid to seller for that defective Product(s).

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT(S) AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LDPI, Inc. reserves the right to modify or discontinue this LED Fixture Limited Warranty without notice.

All sales of Product(s) are subject to LDPI, Inc. General Terms and Conditions.

See our website: <http://www.ldpi-inc.com/terms-and-conditions> for our current Terms and Conditions.

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