

## Global Limited Warranty Statement

GENLED Brands™ (“Warrantor”) warrants on behalf of itself and its subsidiaries that its products (“Products”) are free from defects in material and workmanship subject to the terms and conditions set forth in this Limited Warranty Statement (“Limited Warranty”).

Product	Limited Warranty Period
Acolyte branded RibbonLyte IP20 rated (except Linea and Matrix RibbonLyte)	6 years
Acolyte branded Matrix and Linea RibbonLyte IP20 rated	3 years
Acolyte branded RibbonLyte IP65, IP67 and IP68 rated	3 years
Acolyte branded Channel solutions	6 years
Acolyte branded Rigid AC fixtures	6 years
Acolyte branded Neon Silhouette, Neon Contour, Neon Apex, and Neon360	5 years
Acolyte branded Pendants	5 years
Acolyte branded Wall Washers and Grazers	3 years
Acolyte branded Nodes	3 years
Acolyte branded Drivers	6 years
Acolyte branded Flexible BackLyte	6 years
Acolyte branded Flexible BackLyte Addressable Sheet	5 years
Acolyte branded Customizable BackLyte	3 years

### Warranty Coverage

The term of this Limited Warranty (the “Limited Warranty Period”) is identified in the Warranty Reference Table set forth above. **The Limited Warranty Period for any Product that is not included in the Warranty Reference Table shall be 3 (three) years from its date of manufacture, a total of 36 (thirty-six) Months.** The Limited Warranty Period is based on the manufacturing date code of the Product and begins on the date of such manufacturing date code. This Limited Warranty only applies to the original owner at the time of the initial installation of the Product and is non-transferable. During the Limited Warranty Period for a Product, Warrantor warrants that such Product will be free from defects in material and workmanship. Should any Product fail due to defects in materials or workmanship within the Limited Warranty Period and a Warrantor Failure Analysis report confirms that such failure is due to defects in materials or workmanship, Warrantor will, at its sole option and to the extent permitted by law either: (i) provide replacement parts necessary to repair the Product; or (ii) repair the Product or replace it with a comparable Product; or (iii) refund the amount paid for the Product, less depreciation, upon its return. This shall be the customer’s sole remedy with respect to any Products. LED failure is defined as no emitted light from any of the LEDs on a single module. Power supply failure will be deemed to have occurred only if the user experiences more than fifteen (15) power supply failures (failing to perform for a full ninety (90) minutes) within a thirty (30) day period. Warrantor reserves the right to use in the limited warranty solution process similar, new, reconditioned, refurbished, repaired or remanufactured Product or parts, comparable in function and performance to the original part or Product and warranted for the remainder of the original Limited Warranty Period. Items found by Warrantor to be altered, misused, experimented upon, abused, improperly or inadequately installed or powered shall be denied warranty consideration. Replacement of Warrantor components with components of other manufacturers will void the entire Limited Warranty. Use of a non-Warrantor listed or approved power supply with a Product will void the entire Limited Warranty for such Product. The Limited Warranty Period is based on operating the Product typically 12 hours per day, 365 days per year at operating temperatures and environmental conditions rated in the applicable product specification sheets. Warrantor reserves the right to deny or limit coverage under this Limited Warranty for



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more aggressive operating cycles. The cost of labor or administration is not included under this Limited Warranty.

### **To Obtain Warranty Service**

If a Product is believed to be defective, the original owner shall contact Warrantor to receive instructions and provide the original contractual documents for the purchase of the Product. If shipping is required to make the Product available for warranty evaluation by the Warrantor Quality Engineer, such shipping expenses shall be the responsibility of the original owner. Product returned for warranty evaluation must be returned with information stating the cause of failure (if known), the purchase price, date of purchase, and a statement of the conditions of use of the items(s). Warrantor must issue an RMA# for all requests of warranty review. To receive an RMA# for warranty review please contact a customer service representative at

Phone: +1.212.629.6830; Ext. 304 (Acolyte-branded Products)

Toll-Free: +1.866.482.0203 (USA)

Email: RMA\_Americas@GENLEDBrands.com

The original owner shall promptly return the Product (together with the original contractual documents for the purchase of the Product) after receiving instructions regarding if, when, how and where to ship product and MUST do so within 15 days of receiving the RMA#. The assigned RMA# must be labeled on the outside of the box shipped to Warrantor. To expedite warranty service, please contact your local Territory Manager listed at <http://www.GENLEDBrands.com/genled/contact>, or your local distributor. **FAILURE TO FOLLOW THIS PROCEDURE SHALL VOID THIS LIMITED WARRANTY.**

### **Limitations and Exclusions**

This limited warranty does not cover and warrantor does not warrant and is not responsible for: (a) defects caused by failure to provide a suitable installation environment (i.e., temperature, humidity); (b) acts of God; (c) damage caused during shipment; (d) damage caused by any power source problem (including but not limited to fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage); (e) minor imperfections that meet design specifications; (f) damages caused by misuse, abuse, accidents, fire, theft, reckless, willful, or intentional conduct; (g) damages caused by servicing not authorized by warrantor; (h) damages caused by usage that is not in accordance with Product instructions or user manuals, failure to follow the Product instructions or user manuals or failure to perform cleaning or preventive maintenance; (i) damage caused by a Product or part that has been modified to alter functionality or capability without the written permission of warrantor; (j) damages caused by the combination of warrantor branded Products with other non-warrantor branded products, accessories, parts or components or use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, wiring or connectors not supplied or authorized by warrantor which damage the Product or result in service problems; (k) other causes that are not defects in materials and workmanship; (l) Products for which warrantor has not received payment; (m) any other damage or loss which may be sustained or claimed, including but not limited to: labor, installation or any cost resulting in removal of obstructed construction materials whether permanent or temporary structures stand in the way of removal or repair of the defective Product including any ancillary equipment such as wiring, drivers, controls, and/or the such; or (n) normal wear and tear, natural degradation of LEDs or advancements in LED technology. Products incorporating white LEDs (light emitting diodes) are not covered for color temperature and brightness variations outside of Product specifications. Warrantor does not cover labor cost associated with repair or replacement of Products. Warrantor cannot warrant or extend its warranty to work provided by non-warrantor-certified technicians.

### **Disclaimer of Additional Warranties**

Warrantor occasionally resells other manufacturers' products; said products may be covered by separate manufacturers' warranties. Warrantor does not make any warranties whatsoever as to such products and will accept

no responsibility or liability whatsoever therefore. Warrantor disclaims any and all warranties with respect to the products of any other manufacturer, which other products are sold by warrantor "as is." To the extent permitted by applicable law warrantor is not liable for any direct, indirect, incidental or consequential damages arising out of the use or service of the product. The warranty and remedies described above are exclusive and in lieu of all other

warranties, remedies, and conditions, whether oral, written, express, statutory or implied. To the extent permitted by applicable law warrantor disclaims all implied and statutory warranties, including warranties of merchantability and fitness for a particular purpose. If implied warranties cannot be disclaimed, then such warranties are limited in duration to the duration of this limited warranty. Any recovery is limited to the original purchase price, less depreciation. Warrantor is not liable for events beyond warrantor's control, such as acts of God, property damage, loss of use, interruption of business, lost profits, or other consequential, punitive or special damages, howsoever caused, whether for breach of warranty, contract, tort (including negligence), strict liability or otherwise. Warrantor reserves the right to examine all related signs, the power supply, controls and components in the signs to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any such controls or components are defective and covered under this limited warranty.

### **Entire Agreement**

This Limited Warranty is understood to be the complete and exclusive agreement of Warrantor related to the warranty of the Products. No agent, employee or other representative of Warrantor or any other party has authority to bind Warrantor or is authorized to make any warranty in addition to the warranty contained in this Limited Warranty. This Limited Warranty may not be modified, altered or amended without the written agreement of an authorized officer of Warrantor which specifically states that the writing is intended to modify, alter or amend this Limited Warranty. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by an authorized officer of Warrantor. If any term of this Limited Warranty is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

### **Governing Law; Forum Selection; Waiver of Jury Trial**

This Limited Warranty shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Texas in the United States of America (without application of principles of conflicts of law). Any actions or proceedings arising in connection with this Limited Warranty shall be tried and litigated exclusively in the state or federal courts located in San Antonio, TX, in the United States. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation with respect to or arising out of this Limited Warranty in any jurisdiction other than in the state or federal courts located in San Antonio, TX, in the United States. By your acceptance of this Limited Warranty, you hereby waive any right to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any actions or proceedings arising in connection with this Limited Warranty. BY ACCEPTANCE OF THIS LIMITED WARRANTY, YOU HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER OR REMEDY UNDER OR IN CONNECTION WITH THIS LIMITED WARRANTY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

**For any questions regarding warranties please contact Customer Support.**

Phone: +1.212.629.6830; Ext. 304