

## **The Brilli 100% Satisfaction Guarantee**

If, for any reason, you are not fully satisfied with your Brilli purchase, simply email us at [concierge@bebrilli.com](mailto:concierge@bebrilli.com) within one (1) year of the purchase, along with the original receipt. We will send you a return authorization code along with a pre-paid shipping label. Within 30 days of receiving the product, we will refund the full amount of the purchase price. No questions asked!

# **Brilli Lighting Lifetime Limited Warranty**

Your Brilli Lighting is covered by a lifetime limited warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary by state, province, or country.

### **A. Products Covered by this Limited Warranty**

This limited warranty extends to LED lighting, fixtures and consumer electronics manufactured by Lucidity Lights, Inc. (“Brilli”) and purchased directly from Brilli or Brilli’s authorized retailers (the “Lighting”). Some parts of this limited warranty also extend to batteries sold with Lighting or separately (“Batteries”), which will be specified herein. Lighting is designed to be used for illuminating interior spaces. This Warranty does not cover your Lighting if you use it in a manner incompatible with that intended design.

## **B. Who this Warranty Extends To**

This limited warranty extends to the Original Purchaser of any Lighting or, in the case of a gift, the Original Recipient of the Lighting. The “Original Purchaser,” for the purposes of this warranty, is the first purchaser of the Lighting from Brillli or a Brillli authorized retailer. The “Original Recipient” for purposes of this warranty, is the first receiver of Lighting purchased as a gift from Brillli or a Brillli authorized retailer. All Brillli warranties are valid only for the period of time the Lighting is owned by the original purchaser/ recipient of the Lighting. A COPY OF THE PURCHASE RECEIPT IS REQUIRED TO BE SUBMITTED TO GET WARRANTY COVERAGE.

Brillli limited warranties are not transferable and not applicable to use of the Lighting for commercial or rental purposes.

## **C. Brillli's Limited Warranty and Responsibilities**

Brillli warrants the Lighting sold to you in its original packaging against the defects in material and workmanship set forth below (“Defects”) for the specified lifetime of the individual product, when the Lighting is used normally consistent with its intended design. Bulbs (A19, A21, BR30) – 15 years or 16,000 hours (whichever comes first) Integrated Fixtures (Downlights, Flush Mount, Vanity Mirror) – 6 years or 50,000 hours (whichever comes first)

## **D. What this Lifetime Limited Warranty Covers**

### **THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING DEFECTS:**

- Defects in the LED’s (light emitting diodes) or light source
- Defects in the housing, including glass, plastic and metal
- Defects in the electrical box or power source
- Defects in the on/off switches that power on and tune or dim the Lighting

### **THIS LIMITED LIFETIME WARRANTY DOES NOT COVER THE FOLLOWING:**

- “Cosmetic Damage” which is defined as scratches, dents, dings, scuffs, stains, color changes, normal wear and tear, technological obsolescence, or other non-functional changes in the appearance of the product that occur during normal handling and use of Lighting by any party and which do not impair the functionality of the product as lighting. Glass and metal are particularly sensitive to cosmetic damage.

- Replacement of any non-defective pieces in the lighting (for example, if you purchase Lighting with multiple components and only one component is defective, then we will only replace the defective component).
- Any lighting (whether manufactured by Brillli or not) sold by resellers who are not authorized retailers.
- Lighting sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, “refurbished” or any other similar wording indicating that the Lighting is not “new” or of “first quality”, or has previously been purchased or used by another consumer.
- Loss of functionality of battery, which is covered solely by the Electronics Limited Warranty.
- Normal wear and tear, unreasonable use, modifications, tampering, misuse, improper installation or other factors outside Brillli’s control.

Brillli’s sole and exclusive liability and your sole remedy under this limited warranty is, at Brillli’s option, to repair or replace the Lighting, or any defective component of the Lighting, subject to your fulfillment of “Your Responsibilities” below. Replacement Lighting may be provided in a color different from the Lighting you originally purchased. For limited edition, discontinued or out-of-stock Lighting covered under the limited warranty, Brillli will only replace the product with another of equal or greater retail value based on availability; Brillli cannot guarantee a replacement of the same limited edition, discontinued or out-of-stock item.

## **E. Your Responsibilities**

In order to get coverage under this limited warranty, you must return your Lighting to Brillli and provide Brillli with proof of the original purchase. Should shipping costs be required to return your Lighting, you will not be responsible for those costs. All materials in your possession showing the existence of a Defect must be sent to the address set forth at the end of this limited warranty to support your claim or they will not be considered in determining coverage. If a Defect is confirmed by Brillli, it will repair or replace (as applicable) your Lighting and ship it back to you within 60 days of receiving your original Lighting. You will not be responsible for any shipping costs associated with shipping replaced or repaired Lighting covered under this warranty.

Replacement or repaired Lighting will only be warranted for the remaining duration of the warranty for the originally purchased Lighting that was replaced or repaired. The replacement or repaired Lighting and their

components are otherwise provided “as is” and no separate warranty or extension of the original Lighting warranty will be provided and is expressly disclaimed.

## **F. Disclaimer, Limitation on Liability**

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE LIGHTING AND ALL WARRANTIES OTHER THAN STATED HEREIN ARE DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT ALLOWABLE BY APPLICABLE LAW. ALL LIABILITY FOR INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY DISCLAIMED, TO THE EXTENT ALLOWABLE BY APPLICABLE LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, NOR FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL BRILLI OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE LIGHTING OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF BRILLI HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BRILLI’S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE LIGHTING GIVING RISE TO SUCH LIABILITY.

THIS LIMITED WARRANTY IS NOT A WARRANTY THAT PROMISES OR EXTENDS TO FUTURE PERFORMANCE BECAUSE THE WARRANTY DOES NOT MAKE A REPRESENTATION HOW YOUR LIGHTING WILL PERFORM, BUT REPRESENTS ONLY WHAT THE REMEDY WILL BE IF A DEFECT EXISTS.

## **G. Arbitration**

G1. In the event a dispute arises between you and Brillli arising out of this Limited Warranty (“**Dispute**”), such Dispute will be determined and

settled **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding to the extent allowable under applicable law.** You and Brillli agree that the U.S. Federal Arbitration Act and federal common law governs the arbitrability of this dispute and enforcement of this arbitration provision.

G2. As limited exceptions to Section G1 above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

G3. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Limited Warranty. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. You and Brillli are each waiving the right to a trial by jury.

G4. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We’ll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you may be entitled to an award of attorneys’ fees and expenses if permitted under applicable law.

**G5. YOU AND BRILLI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found

to be unenforceable, then the entirety of this Arbitration section shall be null and void. <sup>[LAW]</sup><sub>[SEP]</sub><sup>[LAW]</sup><sub>[SEP]</sub>G6. With the exception of any of the provisions in Section G5 of this Limited Warranty ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Limited Warranty is invalid or unenforceable, the other parts of Limited Warranty will still apply.

## **H. Governing Law and Forum Choice**

Other than the arbitrability and enforcement of the arbitration provision contained herein, this Limited Warranty and any action related thereto shall be governed by the laws of the State of Massachusetts, without regard to its conflicts of law provisions. The exclusive seat of any arbitration initiated under Section G of this warranty shall be in the State of Massachusetts. If any matter related to this warranty is for some reason not found to be subject to arbitration, the sole and exclusive jurisdiction for all Disputes shall be the state and federal courts located in the State of Massachusetts, and you and Brillì each waive any objection to jurisdiction and venue in such courts.

## **I. Warrantor**

Lucidity Lights, Inc. (d/b/a Brillì)  
PO Box 290659  
Boston, MA 02129  
[conciierge@bebrilli.com](mailto:conciierge@bebrilli.com)

# **Brillì Electronics Two Year Limited Warranty**

The batteries, cables, adapters and charging units in your Brillì Lighting are covered by a two year limited warranty.

This limited warranty gives you specific legal rights, and you may also have other rights which vary by state, province, or country.

### **A. Products Covered by this Limited Warranty**

This limited warranty extends to batteries manufactured by Lucidity Lights, Inc. (“Brilli”) and purchased directly from Brilli or Brilli’s authorized retailers, including any cables, adapters or charging units sold or packaged with the batteries (collectively, the “Batteries”). The Battery is designed to power your Brilli Lighting. This Warranty does not cover your Battery if you use it in a manner incompatible with that intended design.

### **B. Who this Warranty Extends To**

This limited warranty extends to the Original Purchaser of any Battery (whether the Battery is contained within Lighting or sold separately) or, in the case of a gift, the Original Recipient of the Battery. The “Original Purchaser,” for the purposes of this warranty, is the first purchaser of the Battery from Brilli or a Brilli authorized retailer. The “Original Recipient” for purposes of this warranty, is the first recipient of the Battery purchased as a gift from Brilli or a Brilli authorized retailer. All Brilli warranties are valid only for the period of time the Battery is owned by the original purchaser/ recipient of the Battery. A COPY OF THE PURCHASE RECEIPT IS REQUIRED TO BE SUBMITTED TO GET WARRANTY COVERAGE. All Brilli limited warranties are not transferable and are not applicable to Batteries used for commercial or rental purposes, whether as stand-alone items or contained in Lighting used for such purposes.

### **C. Brilli's Limited Warranty and Responsibilities**

Brilli warrants the Battery sold to you in its original packaging against the defects in material and workmanship set forth below (“Defects”) for a period of two years from the time your Lighting is purchased by you, whether the Battery is contained within Lighting or sold separately, only if the Battery and Lighting (if applicable) are used normally consistent with its intended design.

### **D. What this Limited Warranty Covers**

**THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING DEFECTS:**

- The battery no longer holding a charge
- The battery no longer charging compatible devices
- Defects in cables, adapters and charging units that prevent power delivery to your device

**This limited lifetime warranty does not cover the following:**

- Perceived “slowness” of charging
- Cosmetic Damage to the Battery
- Battery functionality if Battery is charged using an adapter or cord that is not provided by Brillii
- Normal wear and tear, unreasonable use, modifications, tampering, misuse, improper installation or other factors outside Brillii’s control.

Brillii’s sole and exclusive liability and your sole remedy under this limited warranty is, at Brillii’s option, to repair or replace the Battery, or any defective component of the Battery, subject to your fulfillment of “Your Responsibilities” below. Replacement Batteries may be provided in a color different from any Defective Battery that is replaced.

## **E. Your Responsibilities**

In order to get coverage under this limited warranty, you must return your Battery to Brillii and provide Brillii with proof of the original purchase. Should shipping costs be required to return your Battery, you will not be responsible for those costs. All materials in your possession showing the existence of a Defect must be sent to the address set forth at the end of this limited warranty to support your claim or they will not be considered in determining coverage.

If a Defect is confirmed by Brillii, it will repair or replace (as applicable) your Battery and ship it to you within 60 days of receiving your original Battery. You will not be responsible for any shipping costs associated with shipping replaced or repaired Battery covered under this warranty.

Replacement or repaired Batteries will only be warranted for the remaining duration of the warranty for the originally purchased Battery that was replaced or repaired. The replacement or repaired Batteries and their components are otherwise provided “as is” and no separate warranty or



extension of the original battery warranty will be provided and is expressly disclaimed.

## **F. Disclaimer, Limitation on Liability**

THIS WARRANTY IS THIS SOLE AND EXCLUSIVE WARRANTY FOR THE BATTERIES AND ALL WARRANTIES OTHER THAN STATED HEREIN ARE DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT ALLOWABLE BY APPLICABLE LAW. ALL LIABILITY FOR INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY DISCLAIMED, TO THE EXTENT ALLOWABLE BY APPLICABLE LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, NOR FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL BRILLI OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE BATTERY OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF BRILLI HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BRILLI'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE BATTERY OR LIGHTING GIVING RISE TO SUCH LIABILITY.

THIS LIMITED WARRANTY IS NOT A WARRANTY THAT PROMISES OR EXTENDS TO FUTURE PERFORMANCE BECAUSE THE WARRANTY DOES NOT MAKE A REPRESENTATION HOW YOUR LIGHTING WILL PERFORM, BUT REPRESENTS ONLY WHAT THE REMEDY WILL BE IF A DEFECT EXISTS.

## **G. Arbitration**

G1. In the event a dispute arises between you and Brillli arising out of this Limited Warranty ("**Dispute**"), such Dispute will be determined and settled **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding to the extent**

**allowable under applicable law.** You and Brillli agree that the U.S. Federal Arbitration Act and federal common law governs the arbitrability of this dispute and the enforcement of this arbitration provision.

G2. As limited exceptions to Section G1 above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

G3. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Limited Warranty. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. You and Brillli are each waiving the right to a trial by jury.

G4. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We’ll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you may be entitled to an award of attorneys’ fees and expenses if permitted under applicable law.

**G5. YOU AND BRILLI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration section shall be null and void.

G6. With the exception of any of the provisions in Section G5 of this Limited Warranty ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Limited Warranty is invalid or unenforceable, the other parts of Limited Warranty will still apply.

## **H. Governing Law and Forum Choice**

Other than the arbitrability and enforcement of the arbitration provision contained herein, this Limited Warranty and any action related thereto shall be governed by the laws of the State of Massachusetts, without regard to its conflicts of law provisions. The exclusive seat of any arbitration initiated under Section G of this warranty shall be in the State of Massachusetts. If any matter related to this warranty is for some reason not found to be subject to arbitration, the sole and exclusive jurisdiction for all Disputes shall be the state and federal courts located in the State of Massachusetts, and you and Brillli each waive any objection to jurisdiction and venue in such courts.

## **I. Warrantor**

Lucidity Lights, Inc. (d/b/a Brillli)  
PO Box 290659  
Boston, MA 02129  
[concierge@bebrilli.com](mailto:concierge@bebrilli.com)

## **FCC Information:**

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.

- Consult the dealer or an experienced radio/TV technician for help.