



### **Viribright Limited Warranty**

Viribright Lighting, Inc. (“Viribright”) warrants, to the original end user (“user”), each of our current 7XXXXX, 6XXXXX LED lamps and products (“product”) to be free from defects in materials and workmanship that would render the product inoperable or unserviceable, for one years (12 months) from the date of purchase.

The warranty applies only to current 7XXXXX, and 6XXXXX product with a current, unaltered, intact manufacturing number or product identification code starting with 7XXXXX and 6XXXXX. Proof of purchase must be presented, and replacements are non-negotiable, non-transferable, and subject to the following terms and conditions. All other products containing 73XXX or earlier manufacturing numbers or product identification codes are no longer supported or covered by this or any warranty, including any express or implied warranty.

If the product fails to operate during the warranty period, Viribright will, at its option, replace or repair the product at no charge. This warranty does not include offers of cash or credit, guaranteed sales, product swaps, or any compensation of any type except for the replacement or repair of the same product as that which is covered by the warranty. Viribright will not be responsible for device damages or replacement to devices which hold the product or the product is a part of. Viribright is not responsible for freight, packaging or handling fees, labor costs of product removal, disposal, replacement or installation.

#### **Warranty Period (12 Months)**

Viribright warrants the product to be free from defects in materials and workmanship for a period of 12 months from date of purchase. If Viribright grants a replacement and the product is not available, a comparable product may be provided at the sole discretion of Viribright.

#### **Warranty Period (60 Months)**

Viribright Lighting, Inc (Company) warrants goods (Product) sold to purchaser (Customer) from defects in material and workmanship within our warranty period from the date of shipping (proof of purchase required), for a period of 5 (five) years on all SKUS with 5XXXXX, and 3XXXXX which include commercial grade, DLC rated products.

Third party components, such as motion sensors, that are not manufactured by Viribright Lighting Inc, are subject to the third-party manufacturer's warranty and are not covered by this warranty. Any defect that is caused by improper use, improper installation, abuse, misuse, or modified in any way not authorized by the Company, is excluded from this warranty.

This warranty is further conditioned upon proper storage, installation, use and maintenance. This is not applicable to any product which is not installed and operated in accordance with the National Electric Code (NEC), the Standards Institute (ANSI), or, in Canada, the Canadian Standards Association (CSA), and with the driver manufacturer's instructions and guidelines for the product. This warranty does not apply to damage or failure to perform arising from abuse, misuse, abnormal stresses and operating conditions, lightening, electrical surges or acts of God.

If any Product covered by this warranty is claimed to be defective, Company will replace Product after Customer has shipped Product back to Company for inspection (Company will pay for shipping costs). If Product is deemed to be defective by Company, Company will replace Product to Customer at no charge. If product has been discontinued or is otherwise not available, Company and Customer shall agree on replacement with a comparable product. Company will not pay for any removal or reinstallation costs or expenses, including labor costs or expenses.

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY VIRIBRIGHT LIGHTING INC. WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT.**

This limited warranty is effective for the purchases of the Product on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Viribright Lighting, Inc. reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

## **Terms And Conditions**

This warranty only applies when the product is properly installed and used in accordance with Viribright's published specifications and operating instructions, and the original product identification number or manufacturing code is intact and unaltered. Product must only be used in approved, certified, lighting equipment designed and approved for the application and in environmental conditions (including electrical, temperature and humidity) within the normal specified thermal, electrical and moisture operating range as specified by Viribright for that product.

This warranty excludes failures resulting from abuse, acts of god, fire, vandalism, or civil disturbances. This warranty does not apply to any abnormal use of the product or use for which the product is not intended or use in violation of any applicable standard, code or instructions for use in installations, including those contained in the latest version of the National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including thermal, electric, under/over voltage/current conditions, excessive switching cycles or operating hours, or conditions outside of the following recommended operating conditions including:

1. Any ambient operating temperature that exceeds: -20c to +40c
2. Any temperature at the control point (TC) shall not exceed 85c.
3. Operating above or below the rated AC voltage or AC current
4. Any dimming exceeding the applicable range per the instructions on the Viribright website, packaging or product markings.

Any repair, alteration or modification of the product, the product identification number or manufacturing code, including replacement of any product components with components of other manufacturers, will void the warranty in its entirety. This warranty expressly excludes damage or defects caused by or arising from any damage from improper use, misuse, or neglect including:

1. Any damage which results from repair or maintenance operations by methods other than those specified by Viribright.
2. Any product which has been operated in a non-compliant manner, conditions or device.
3. Any damage which results from misuse or use beyond the limitations or the intended purpose specified by Viribright, such as electrical, thermal, humid, stress, pressure, or physical overloading, or any damage due to use under abnormal conditions.
4. Any damage which results from the use of non-genuine parts, handling or storage not approved by Viribright.
5. Any damage resulting from modification or installation in other products in a way not approved by Viribright which has any influence on the function and/or performance of the product.
6. Any damage which results from operation other than that specified for the product, either intentionally or by error.
7. Fading or decreased performance or appearance of electrical components, deterioration of physical surfaces, deterioration of metal and plastics, and rusting due to the passage of time.
8. Normal phenomena such as noise, vibration or electrical discharge which are considered by Viribright as not affecting the quality, function or performance of the product.
9. Any damage due to improper storage, handling or transport.

10. Any expendable replacement items.
11. Periodical maintenance items such as cleaning, inspection and adjustments.
12. Any repair and/or adjustment performed by persons other than Viribright, or damage resulting there from.
13. Any repair and/or adjustment to correct improper or poor quality work previously performed.  
Incidental expenses incurred in the warranty claim.
14. Any damage which results from unavoidable natural disasters, fire, flood, earthquake, collision, theft, etc.
15. Any normal wear or deterioration, caused under normal operating conditions.
16. Any defect to the product caused by improper installation in other products.
17. Any expense related to installation or removal of the product from another product in which it is installed
18. Any defect caused by improper maintenance and/or use.
19. Any others corresponding to the common category of exclusions

### **Warranty Activation Process/Claims Procedure**

In order to receive warranty coverage, purchaser must deliver to Viribright a valid proof of purchase and the claimed product must be sent to Viribright Lighting Inc. at the facility to be determined by Viribright personnel.

If product is found to be current, valid, and covered by the foregoing warranty, Viribright will provide purchaser with a return material authorization (RMA) number and instructions as to how, when and where to return the warranted product for final confirmation and examination of the product. Purchaser must promptly return the product, at the purchaser's expense, to Viribright in accordance with such instructions.

Failure to follow this procedure shall void the warranty.

Viribright reserves the right to examine all product to determine the cause of failure and patterns of usage and Viribright will be the sole judge as to whether a product is defective and covered under this warranty. All decisions are final.

### **Limitation Of Liability**

The foregoing shall constitute the exclusive remedy of the purchaser and the sole liability of Viribright, Inc. for product. No warranty of merchantability or fitness for a particular purpose is made or implied. In no event shall Viribright be liable for any other costs or damages, including lost profits or revenues, incidental, special or consequential damages. Some states do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply. In no event shall Viribright, Inc. 's total liability, for any reason, arising hereunder, exceed the purchase price paid by purchaser for product.

All warranty terms and conditions are subject to change without notice.

