



Limited Warranty and Limitation of Liability

Please note that if your purchase was not from Access Lighting, you should contact your seller regarding the applicable warranty for your purchase.

Access Lighting fixtures, components, and electronic products, when properly installed and under normal conditions of use, are warranted to be free of defects in workmanship or materials for 12 months from the date of sale. For LED products with dedicated, solid-state LEDs (SSLs) incorporated into the fixture by Access Lighting, including ENERGY STAR®-listed products, the warranty period is extended to 60 months. The warranty period also is extended to 36 months for (i) ENERGY STAR®-listed products that are provided with LED Bulbs; and (ii) the finish on Marine-Grade products. There is no warranty on any bulbs (even if included in the fixture), other than as expressly provided in this paragraph.

Within the warranty period, Access Lighting will, at its sole option, replace any defective fixture with a comparable product or repair the defective fixture at its warehouse. You are responsible for all shipping costs to return the fixture to our warehouse. You also are responsible for any other costs associated with the above replacement or repair of defective products, including labor, installation or other costs or damages, such as, any costs and materials relating to the removal or reinstallation of any products. The warranty period for any repaired or replaced products is limited to the time remaining of the original warranty, if any.

The warranties, conditions, other terms and remedies provided in these terms are instead of any other warranty or condition, express, implied or statutory, including, those regarding merchantability, fitness for any particular purpose, noninfringement, or any warranty arising out of any course of dealing, usage of trade, proposal, specification or sample. Access Lighting does not assume (and does not authorize any person to assume on its behalf) any other liability. The warranties, conditions, and remedies provided in these terms are not subject to assignment, transfer or pass-through by our direct customer to any other person or entity and any attempted assignment or transfer is void.

This Warranty Section states your **sole and exclusive remedy**, and Access Lighting sole and exclusive liability, with respect to products sold to you by Access Lighting. Access Lighting has no obligation to provide any indemnification to you for any allegations, assertions or claims of any type of whatever nature. In no event will Access Lighting be liable for any monetary damages or other costs associated with warranty claims whether for the replacement or repair of products, including labor, installation or other costs or damages and, in particular, any costs relating to the removal or replacement of any products.

This warranty does not apply to products that have been incorrectly installed, or misused, including without limitation improper maintenance, incorrect lamping, or fluctuations of supply voltage. Failure to follow the installation instructions (including proper installation location) or properly use or clean the fixture will void the warranty in its entirety.

LIMITATION OF LIABILITY

Access Lighting will not be liable for any of the following losses or damages (whether such losses or damages were foreseen, foreseeable, known, or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of business, opportunity, goodwill, or reputation; or (iv) any indirect, incidental, special, or consequential loss or damage however caused.