

LED FIXTURE WARRANTY

5 YEAR LIMITED WARRANTY

Failure to follow proper installation instructions shall void warranty. Shat·R·Shield Lighting warrants solely to the original purchaser (the "Purchaser") of Shat·R·Shield LED Lighting Fixtures described below (the "Products") that the Products will be free of significant defects in material and workmanship for the defined time-frame relative to the date of shipment of each Product ("Warranty Period"), subject to the Exclusions defined below.

Shat·R·Shield's responsibility for breach of LED Fixture Warranty shall be limited to repair or replacement of the applicable Product at no cost to the Purchaser, or, at Shat·R·Shield's sole discretion, potential reimbursement to Purchaser within reasonable and necessary costs for replacing the Product. Purchaser must give Shat·R·Shield written notice and return the defective Product in accordance with Shat·R·Shield's return material authorization (RMA) policies, and Shat·R·Shield shall confirm the defect. Purchaser is responsible for all costs to remove defective Products and re-install replacement or repaired Products. Shat·R·Shield shall not be liable for labor or other costs related to removal or re-installation.

CONDITIONS OF THE WARRANTY

(1) Purchaser shall submit all claims for breach of the LED Lighting Fixture Warranty within the Warranty Period to Shat·R·Shield, in writing and with detail of the same; (2) Purchaser shall at its sole cost and expense return Products with a bill of sale or other evidence showing the date of purchase and identification of the Purchaser; (3) if upon inspection and testing of the returned Products by Shat·R·Shield, such Products are found to be defective and such defect has not been caused by the Exclusions, Shat·R·Shield shall, at its sole discretion, repair, replace or refund such Products; and (4) Shat·R·Shield reserves the right to utilize new, reconditioned, refurbished, repaired or re-manufactured products or parts in the warranty repair or replacement process and assures they will be comparable in function and performance to an original Product and warranted for the remainder of the original Warranty Period as determined by the date of shipment of the Product.

WARRANTY EXCLUSIONS

In no event shall Shat·R·Shield be liable for direct, indirect, special, incidental, exemplary, consequential or punitive damages including any damages for business interruption, loss of use, revenue, savings or profits, arising out of breach of contract, tort (including negligence and strict product liability) or otherwise regardless of whether such damages were foreseeable and whether or not Shat·R·Shield, a Shat·R·Shield authorized representative or the Purchaser was advised of the possibility of such damages. These warranties shall not apply to:

- Defects in material or workmanship due to improper installation or operation, alterations, power surges, 10% or less LED chip failure or overheating due to external conditions exceeding those defined by Product specification;
- Problems caused by acts of God including without limitation lightning strikes;
- Problems caused by vandalism, improper actions or improper installation by the purchaser, and applications for which fixture is not intended.
- The sale, assignment or transfer of the Product to any other entity; and
- Any housing or accessory that is pierced for any reason, other than those defined in the installation instructions. The installation must be sealed properly to maintain water tight operation; any unsealed piercing will void Shat·R·Shield warranty (collectively, the "Exclusions").

Product determined to be free of defects or subject to any applicable Exclusions will be returned to Purchaser, regardless of any replacements previously issued and invoiced.

REPLACEMENT PART AND RETROFIT KIT WARRANTY:

Shat·R·Shield Lighting warrants that replacement parts and retrofit kits to be free from defects in workmanship and materials, under normal use and conditions, for a period of one (1) year for the original invoice date.

RETURN POLICY

Within 90 days following receipt by Purchaser of any Product (the "Return Period"), Purchaser may return the Product in accordance with RMA policies, as long as it remains in excellent resalable condition and is in original unopened packaging, subject to the terms hereof. Products may not be returned if they are obsoleted or discontinued stock product. Nonstock product may not be returned. Any products returned with a damaged carton, missing components, or other damage not caused by seller will be assessed a higher restocking fee to cover the cost of replacements. Products will be inspected upon return and any service or repair needed to place them in first class, salable condition will be charged and added to restocking fee described below. Purchaser assumes responsibility for freight and damages for Product it elects to return. Upon receipt of any returned Product within the Return Period, Shat·R·Shield shall perform a case review of the Product. Shat·R·Shield shall refund the purchase price for any Product returned in accordance herewith, less a 50% restocking fee. If, upon completion of the case review, Shat·R·Shield shall determine that the Product was defective, it shall at its sole discretion provide credit to Purchaser for the cost of freight for such defective Product. Items returned without proper authorization from seller will, at the sole option of seller, be returned to buyer freight collect, or scrapped immediately with no issuance of credit.