

# PRODUCT WARRANTY

## WARRANTY FOR BIG SHINE LED LIGHTING FIXTURES

The limited warranty is provided by Big Shine LED here after described as the “Seller” to the purchaser for the LED product that is identified on the Seller’s invoice reflecting its original purchase hereafter known as the “Product”. This limited warranty is only applicable in terms to purchaser. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free from defects in material for a period of Five (5) Years from the date of the original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given the overall Product performance. The Product cannot be considered defective if less than 10% of the total number of LED components are inoperable. If seller determines the Product is defective, Seller will elect, in its sole discretion, to refund the purchaser the purchase price of the Product, repair the Product or replace the Product with the same Product or another product of equal value in pricing and specifications. This limited warranty will not apply to loss or damage to the Product caused by: negligence; misuse; mishandling; storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; induced vibration; corrosive environment installations; exceeding operating temperature limits as set forth in manufactures specifications; harmonic oscillation or resonance associated with movement of air currents around product; alteration; accident; improper service to Product performed by someone other than the Seller or its authorized contractor. Limited Warranty is void if the Product is used for another purpose besides its purpose in original design. Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original Product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, you must notify Seller in writing within thirty (30) days after your discovery of the defect. Your warranty claim should be addressed Big Shine LED, 300 Corporate Boulevard, Newburgh NY 12550. This limited warranty only applies to specified LED fixtures in the original proposal signed by the purchaser. **THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, AND SPECIAL OR OTHER DAMAGES. SELLER’S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.** This warranty is effective for purchases of Product on or after the effective date on the proposal signature. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty

