



PRODUCT WARRANTY

Bright33 Products LLC ("Bright33") warrants to the ORIGINAL PURCHASER ("Customer") that this light emitting diode (LED) fixture, including its LED arrays, LED drivers and integral control devices (the "Product"), will be free from defect in the manufacturing of the Product, under use of the Product as recommended by Bright33 within five (5) years of the manufacturing date (the "Warranty Period"). The finish material is warranted for a period of one (1) year. This warranty covers defects in manufacturing discovered while using the product as recommended by the manufacturer. If the Product fails due to defect in manufacturing during the Warranty Period, Bright33 will replace the defective Product or provide a refund, at our discretion.

WHAT IS NOT COVERED?

This warranty does not cover, and Bright33 is not liable for, damage or loss resulting from accident or acts of God, installation, modification, maintenance or repair of the Product, use of the Product for unintended purpose(s), failure to use the product in accordance with instructions, use of abrasive or organic solvent cleaners on or with the Product, or misuse of the Product. Bright33 recommends using a professional electrician for installation or repair of the Product.

HOW TO OBTAIN WARRANTY SERVICE

Contact our warranty department at 740-314-1269 to report the defect and obtain a return code. Send failed Product with proof of purchase, name and address within thirty (30) days of failure to:

Bright33 Products LLC
2620 Ridgewood Rd
Akron, OH 44313

Bright33 is not responsible for shipping costs of any return. Warranty coverage is conditioned upon Customer's compliance with these instructions regarding warranty service.

SOLE AND EXCLUSIVE REMEDY – LIMITATION OF LIABILITY AND DAMAGES

THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER FOR ANY CLAIM, DAMAGE OR LOSS RESULTING FROM ANY DEFECT IN THE MANUFACTURING OF THE PRODUCT. Customer's remedy for any warranty claim or other claim for damage or loss shall be limited to Customer's return of the Product to Bright33, in compliance with the instructions herein, and refund of the purchase price or repair or replacement of the nonconforming Product, at Bright33's sole discretion and option. Bright33 shall not be liable for any amount exceeding the purchase price paid by Customer due to any warranty claim or other claim for damage or loss of any kind. UNDER NO CIRCUMSTANCES SHALL BRIGHT33 BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES.

DISCLAIMER

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. EXCEPT AS EXPLICITLY STATED HEREIN, BRIGHT33 EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NO REPRESENTATION OR STATEMENT OF ANY EMPLOYEE, MANAGER, DIRECTOR, REPRESENTATIVE, SUBCONTRACTOR OR AGENT OF BRIGHT33 SHALL NEGATE THIS DISCLAIMER.

This Product has been found to comply with Class B digital device specifications, pursuant to part 15 of applicable FCC Rules. Product may cause interference with radio communications if not installed and used in accordance with instructions.