

# WARRANTY

Thank you for your purchase. TPR Enterprises ("TPR" or "we") is proud to distribute lighting systems ("Product") which we feel provide our consumers with quality, performance and value, and we stand behind our Product with our warranty, the terms of which appear below.

## YOUR WARRANTY

**TPR warrants that its Product (with the exclusion of lamps) is free from material defects in materials and workmanship, excluding the specific limitations set forth below. During the first year from the date of the original invoice, after reasonable inspection by TPR, should a Product be deemed defective as a result of a defect in materials or workmanship, TPR, at its election will: (1) subject to availability, replace the defective Product with the same model, or a later model of the Product or (2) repair defective Product at no cost to the purchaser; provided, however, that TPR will not be liable for shipping costs or installation labor costs associated with the return or replacement of defective Product. If identical materials are not available at the time of repair or replacement, TPR may substitute materials of comparable quality. Replacement parts or repairs are warranted for the remainder of the original warranty period. TPR does not guarantee that the repaired/replaced Product shall be consistent in performance with the defective Product (including, without limitation, in terms of color-brightness and evenness).**

## EXCLUSIONS FROM COVERAGE

This limited warranty does not cover defects or damages resulting from the following circumstances: (i) accident, misuse, abuse, neglect, unusual physical stress, alteration, improper operation, maintenance, handling or installation of the Product; (ii) original identification information of the Product has been altered, obliterated, or removed; (iii) incorrect or inadequate maintenance, cleaning or care; (iv) normal wear and tear of the components due to use; (v) natural degrading and color shift of light emitting diodes in the course of use; (vi) loss of functionality of the Product in highly corrosive environments or due to exposure to conditions beyond performance and design specifications; (vii) the Product has been operated under conditions other than those advised in respective product brochures or user manuals; (viii) special modifications to the Product made by TPR at purchaser's specific request; (ix) exposure of the Product to hot or cold temperatures, wet environments, inappropriate climate conditions, including but not limited to, rain and humidity; (x) repairs made by third parties not authorized by TPR; and (xi) Product failure caused by factors other than defective workmanship or material. This limited warranty does not apply to (i) any Product that was, at any time, used as a floor sample or display model; (ii) any Product purchased "as-is"; (iii) any Product purchased from TPR that was manufactured by a third party; (iv) slight deviations from the specified quality that do not affect the value and functionality of the Product; and (v) any Product sold by TPR that is a lamp. Due to the inherent properties of light emitting diodes, TPR does not warrant that the functioning and performance of the Product, after being serviced by TPR whether under the warranty or otherwise, will be fully restored to its previous working condition. In addition to the foregoing, hardware utilized in conjunction with the Product, which is subject to a manufacturer's warranty is expressly excluded from this warranty.

## LIMITATIONS

The limited warranty set forth in this document is the only express warranty (whether written or oral) applicable to the Product within the United States of America, and TPR reserves the right to amend the conditions of the Warranty without notice. THE FOREGOING WARRANTY SHALL NOT EXCEED IN DURATION THE TERM SET FORTH HEREIN AND IS IN LIEU OF ALL OTHER WARRANTIES. TPR MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OF ITS PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, NOR DO THEY WARRANT THAT THE PRODUCT DOES NOT INFRINGE UPON THE PATENT, COPYRIGHT, OR TRADEMARK OF ANY THIRD PARTY. TPR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, AND IN NO EVENT SHALL TPR'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. ALTHOUGH THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you.

## MAKING A CLAIM

For further information, or to make a claim within your warranty period, please contact TPR Enterprises, Ltd. at:

TPR ENTERPRISES, LTD.

644 Fayette Avenue

Mamaroneck, NY 10543

CLAIMS UNDER THIS WARRANTY MUST BE MADE WITHIN 60 DAYS OF THE APPEARANCE OF A DEFECT. All warranty claims must be made in writing and sent to the above address, via certified mail, return receipt requested. Please include a copy of the original invoice, as well as a description of the defect including as much information as possible about the defective product as possible (such as product numbers or styles). In case of a dispute, TPR reserves the right to make the final decision on all matters, including but not limited, to the period of the warranty applicable to the Product.