

Beyond Led Technology

LED Fixtures

Beyond Led Technology warrants that each of its LED lighting fixtures (the "Product(s)") that are purchased while this Warranty is in effect will be free from defects in materials and workmanship for a period of five (5) years from the original date of purchase from Beyond Led Technology or its authorized distributor/dealer effective August 1st, 2021 – July 31st, 2022.

If a Product fails to operate during the 5-year Warranty Period as a result of defects in materials or workmanship, Beyond Led Technology will, at its option, repair it or replace it with the same or similar Product. Similar product can be different in design but will deliver the same or more lumens.

Please read below for the terms and conditions of this 5-Year Warranty, including any exceptions that may apply.

Warranty Terms and Conditions

Coverage:

In limited cases, exceptions to this policy may apply; please contact your inside salesperson with specific questions as they relate to warranty coverage.

Exceptions:

This 5-Year warranty applies only to Products which are DLC listed and are used in residential, industrial or commercial applications within the U.S. and Canada. Please see the applicable Beyond Led Technology Warranty for the length, terms and conditions thereof.

There are certain exceptions to the warranty claims including labor charges, product replacement and shipping information for the defected products, which are as follows:

Beyond LED technology has four different levels to provide warranty claim and coverage. These include Standard, Level 3, silver, gold and platinum. Except the Standard level and Level 3, all the other levels are part of Preferred Distributors program for Beyond LED Technology.

Procedure:

To submit a warranty claim, you must complete and submit our online warranty claim form, which can be found at www.beyondledtechnology.com/warrantyclaim. Once your warranty claim has been submitted, beyond led Technology will provide you with a Return Merchandise Authorization (RMA) Number and instructions as to if, when and where to return the defective Product. Failure to follow this procedure will void this warranty.

Additional Terms & Conditions:

1. Beyond Led Technology reserves the right to modify this Warranty from time to time; any such modification shall be effective for all purchases made after the effective date of such revised Warranty.

2. This Warranty is extended only to the original purchaser of the Product from Beyond Led Technology or from an authorized Beyond Led Technology distributor or dealer and is otherwise void.

3. This Warranty does not for any labor charges. Beyond led Technology will not be responsible for any add-on costs, overtime costs, travel time, equipment rental or any other costs or expenses that may occur.

4. This Warranty covers the reasonable shipping costs incurred to return defective or nonconforming Products pursuant to the terms hereof. Product may not be returned without Beyond Led Technology's prior written authorization. The failure to obtain such prior written authorization will disqualify you from recovering your shipping costs.



5. This Warranty is void if the Product has not been used, installed, operated and maintained in accordance with instructions, or if the Product has been subject to accident, neglect, abuse, misuse or acts of God, or if the Product is installed or operated in applications in which ambient temperatures are above or below the temperature range specified in the specification sheet. You acknowledge that use of a Product in an environment in which the ambient temperature is lower or higher than the foregoing temperature range can significantly increase the degradation rate of the Product and shorten its useful life.

6. This Warranty shall not apply to any Product which is used, installed, operated or maintained in violation of any applicable standard, code or instructions for use, including, without limitation, those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL); the National Electric Code (NEC); Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA).

7. This Warranty assumes that the Products will be operated for an average of twelve (12) hours per day. Operation of the Products in excess of 12 hours per day will shorten the Warranty coverage period to a maximum of 50,000 operating hours or 5 years whichever.

8. This Warranty does not cover Products that are not defective. However, in certain instances, where there are multiple or catastrophic failures of Products, beyond led Technology may decide, in the exercise of its sole discretion, to repair, replace with similar or newer design fixture with similar or higher lumen output. However, this decision is at Beyond led Technology sole and exclusive discretion.

9. This Warranty does not cover any third-party products or devices used in conjunction with the Product.

10. Repaired and/or replacement Products are warranted for the remainder of the failed Product's original Warranty Period.

11. This Warranty shall only be effective if your purchase receipt for the Product is available for inspection by Beyond led Technology, and a Beyond led Technology representative has reasonable access to the failed Products. The representative shall also have the right to invite other manufacturers' representatives to evaluate the lighting system components.

12. If an identical replacement Product is not reasonably available, beyond led Technology reserves the right, at its sole discretion, to replace the defective Product with a different product. Beyond led Technology also reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the Warranty repair/replacement process.

13. This Warranty is limited to Products purchased in, and for use within, the United States or Canada.

14. This Warranty shall not apply to Products, parts, advice, assistance or service which Beyond led Technology furnishes as a promotion, as samples, as a courtesy or accommodation or for no fee.

15. In the event that LED's fail to operate, such failure shall only constitute a Product defect under this Warranty if at least twenty percent (20%) of LED's per Product have stopped illuminating.

16. This Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating. Nor does this Warranty cover any lumen drop-off or CCT (i.e. color temperature) variations experienced by a Product.

17. This Warranty is void if customer is in default on any portion of its payment obligations to Beyond led Technology or to a Beyond led Technology distributor/dealer.

18. In the event that a customer intends to conduct any tests on any Product alleged to be defective or subject to this Warranty, the conditions of such test shall be mutually agreed upon by the customer and Beyond led Technology, in writing; the actual test shall be scheduled by mutual agreement; and Beyond led Technology and its representatives may be present at any such tests. Any tests conducted in violation of the terms of this paragraph shall void this Warranty.



19. Each and every provision of any applicable law, regulation, and/or clause which is required by any applicable law or regulation to be inserted into this Warranty shall be deemed to be inserted herein, and this limited warranty shall be read and enforced as though it were included herein.

20. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Limited Warranty on behalf of Beyond led Technology.

21. This Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of Georgia in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venue exclusively in the State or Federal courts located within the State of Georgia (U.S.A.).

Limitation of Liability

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS THE SOLE REMEDY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. THE LIABILITY OF BEYOND LED TECHNOLOGY SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL BEYOND LED TECHNOLOGY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, LABOR COSTS, REMOVAL OR INSTALLATION COSTS, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE, WHETHER OR NOT BEYOND LED TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

UNDER NO CIRCUMSTANCES SHALL BEYOND LED TECHNOLOGY'S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; BEYOND LED TECHNOLOGY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Limited Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.