



GVA Lighting, Inc. Limited Warranty, Solid State Lighting

Subject to the terms and conditions set forth herein, GVA Lighting, Inc. (GVA Lighting) provides this limited warranty (Limited Warranty) only to the person or entity that originally purchased (Customer) the product (Product) from GVA Lighting or its authorized reseller or distributor for a period of five (5) years from the date of original purchase (Warranty Period).

If a defect arises and a valid claim is received by GVA Lighting within the Warranty Period, at its option, GVA Lighting will:

- (1) repair the product at no charge, using new or refurbished replacement parts, or
- (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or
- (3) refund the purchase price of the product.

If a defect arises and a valid claim is received by GVA Lighting after the first three hundred and sixty-five (365) days of the Warranty Period, shipping and handling charges will apply to any repair or exchange of the product undertaken by GVA Lighting.

5 Year Limited Warranty for the Product(s) is defined as follows:

- Luminaires and Power-Data Equipment Five (5) Years
- Exterior finish of luminaires Three (3) Years

Limited Luminaire and Power-Data Equipment Warranty: GVA Lighting warrants its luminaires and power-data equipment components to be free from catastrophic failures for a period of five (5) years from the date of delivery to the original buyer, subject to all limitations and conditions contained herein. A catastrophic failure (Catastrophic Failure) occurs when the key electrical or optical data sheet parameters change to a degree that would cause the luminaires not to illuminate or power-data equipment do not energize. GVA Lighting also warrants its luminaires to be free from parametric failures (Parametric Failure) that occur when key electrical or optical specification parameters change more than a certain amount from the initial values, i.e. during warranty period the lumens depreciation of 50% shipped luminaires exceeds 70% of the light output, specified in the product data sheet at the date of shipment (B50, L70 life time definition).

Limited Exterior Finish Warranty: GVA Lighting warrants its exterior product finish for a period of three (3) years from the date of delivery to the original buyer, subject to all limitations and conditions contained herein to be free from cosmetic defects including chipping, crazing and oxidation on over 90% of the Products surface.

Disclaimer of Other Warranties: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. GVA LIGHTING SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF GVA LIGHTING CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE WARRANTY PERIOD. NO GVA LIGHTING RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, GVA LIGHTING IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH GVA LIGHTING'S PRODUCT IS CONNECTED,

LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO GVA LIGHTING FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF GVA LIGHTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT, WHICH REPAIR OR REPLACEMENT SHALL BE AT GVA LIGHTING'S SOLE DISCRETION. THE MAXIMUM LIABILITY OF GVA LIGHTING UNDER THIS LIMITED WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY. FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, GVA LIGHTING'S LIABILITY IS LIMITED, AT ITS SOLE OPTION TO REPLACEMENT OR REPAIR OF THE PRODUCT OR SUPPLY OF THE REPAIR SERVICE AGAIN.

Submitting A Claim: If the Product is defective, the customer shall return the Product to the authorized dealer or distributor from whom the Product was originally purchased, which return shall be subject to the return policy of such authorized dealer or distributor. In case the time period for which such authorized dealer or distributor would accept a return of the Product has expired, but the Product is still within the Warranty Period, or in the case the Product was purchased directly from GVA Lighting, the customer shall return the Product to GVA Lighting in accordance with GVA Lighting's current Return Material Authorization (RMA) policy.

Our head office contact information is as follows:

GVA Lighting, Inc.

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Oakville, Ontario L6H 6X5, Canada

Toll Free Phone (Canada & USA): 1-877-482-5448

Phone: +1-905-569-6044

Email: support@gvalighting.com

What Is Not Covered:

This Limited Warranty provided by GVA Lighting does not cover:

- a) refurbished Products or any Product purchased through inventory clearance or liquidation sale or other sales in which GVA Lighting, the seller or the liquidator expressly disclaims its warranty obligations pertaining to the Product;
- b) installation, or removal of the Product for repair, troubleshooting, re-installation or any costs associated therewith (including shipping costs);
- c) operational adjustments to the Product that are not covered or permitted in the manual for the Product;
- d) damages that occur during shipment, or damages due to operation outside of designed working and storage environments, power surges, fluctuations and interference, and external peripheral devices or acts of God;
- e) parametric failures that occur when key electrical or optical specification parameters change more than a certain amount from the initial values. Electrical and optical parameters can change slightly over time. Slight changes are normal and typically don't affect the operation of the Product. These slight changes are not considered failures. Moderate luminous intensity degradation, moderate changes in forward voltage, or moderate changes in reverse leakage current are examples of possible parametric failure modes;
- f) if the Product, in GVA Lighting's sole judgment, has been subjected to abuse, accident, modification, tampering, negligence, faulty installation, lack of reasonable care, repair or service, or misuse or use otherwise than as contemplated in the manual for the Product;
- g) if the model or serial number is missing or has been removed, altered, tampered with or defaced.
- h) any Product that has been repaired or serviced by someone other than GVA Lighting or an unauthorized representative of GVA Lighting.
- i) any product that has been powered or controlled by devices that have not been approved by GVA Lighting.