

LIMITED WARRANTY FOR HCI LIGHTING LED FIXTURES

Please read these Terms & Conditions carefully before placing your order with Heritage Casting & Ironworks Ltd. ("HCI"). When you place your order with HCI, you agree to the price indicated on our Order Confirmation and the terms listed below.

Warranty provided by HCI (**The Seller**) to you (the original purchaser of the LED Lighting product), this is identified on the Seller's invoice reflecting its original purchase (**The Product**).

This warranty guarantees that the Product, when delivered is in new condition and in its original packaging, will be free of defects in LED material and workmanship for period of **five (5) years** from the date of original purchase. The determination of whether the product is defective shall be made by the Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED component in the product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion to repair the Product or replace the Product. This limited warranty will not apply to any loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage, or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than the Seller or its authorized service provider. This limited warranty excludes field labour, equipment and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

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 the original product or part, as determined by the 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 the Seller in writing within ten (10) business days at the time of discovery of the defects; you must provide proof of purchase (Seller's Invoice, Packing Slip, or Bill of Lading), and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to the Seller, or its authorized service provider, freight prepaid.

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, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN EVENT TO LIMITED TO MONIES PAID TO THE SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty with or without notification. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.