

Visioneering / Certolux LED Luminaire Limited Warranty

Subject to the exclusions set forth below, Viscor Inc, 35 Oak Street, Toronto, Ontario, M9N 1A1 (hereinafter called "Viscor") warrants its commercial indoor LED Luminaires under the Visioneering and Certolux brands, including LED boards and drivers ("Product (s)"), to be free from defect in material and workmanship for a period of five (5) years from the date of shipment from Viscor's facilities. The LED boards will be considered defective in material or workmanship only if one (1) or more individual LED's fail to illuminate at initial start or > 10% of individual LED's fail to illuminate during the warranty period. Warranty claims regarding the Product(s) must be submitted in writing within 30 days of discovery of the defect.

Viscor, at its option, will repair or replace the Product(s) with the same or functionally equivalent Product(s) or components. This Warranty excludes labor, transportation charges, down time and/or equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered and exclusive benefit of the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. Viscor is not responsible for incidental and/or consequential damages associated with the repair and/or replacement of any defective Product(s).

This Warranty only applies when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver label. Viscor will not be responsible under this warranty for any failure of the Product(s) that results directly or indirectly from improper installation and/or external causes such as: acts of nature, physical damage, exposure to adverse or hazardous chemicals or other substances, use of harsh cleaning agents and/or harsh chemicals, environmental conditions, vandalism, civil disturbance, fire, power failure, power surges or dips, excessive switching, induced vibration, animal or insect activity, fault or negligence of purchaser, any end user or third party not engaged by Viscor, improper handling, storage alteration, maintenance or service. Viscor will not be responsible under this Warranty for any substantial deterioration in the product finish caused by failure to clean, inspect or maintain the finish of the Product(s). The end user is responsible for the structural integrity of existing foundations, anchorages or structures and all consequences arising from their use.

Except as contained herein, there are no implied warranties of merchantability or fitness for a particular purpose.

Viscor reserves the right to modify or discontinue this Warranty without prior notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

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