

LED Fixture Limited 10 Year Warranty

- Subject to the provisions set forth, Mercury Lighting Products Co., Inc. warrants its commercial grade, indoor/outdoor, light emitting diode (LED) fixtures to be free from defects in material and workmanship for a period of five (5) years, from the date of purchase, unless noted on the individual specification sheets and/or literature.
- This limited warranty ("Warranty") applies when the Fixture, and its Components, are properly installed by a qualified electrician, within code compliance. Installed on the correct line voltage and operating under normal conditions and normal use. Fixtures must be operating within the ambient temperature range listed on the Mercury specification sheets. LED drivers, LED boards, & LED stand-by lighting battery back inverters, must be operating within the ambient operating temperature, and not higher than the maximum LED Driver, LED board or LED stand-by lighting TC temperature values- listed on the product label or on the manufacturer's specification sheet and/or catalog information.
- LEDs will be considered defective in material or workmanship, only if 15% or more fail to illuminate, per each board (linear, square, rectangular, circular, or oval size). Remedy and Liability is limited to repair or replacement of the defective Components only, at Mercury's choice. The LEDs are not considered defective if they are altered in any way, including but not limited to, damaged upon installation, damaged by an outside force, changed with other LEDs-not original equipment supplied, or similar LEDs after installation.
- Mercury is not responsible for:

Defects or failures in Components in the event of: acts of nature; acts of God; exposure to chemicals (hazardous, corrosive, harsh cleaning or otherwise); vandalism; fire; power failure; power spikes; power surges or decreases; excessive vibrations; improper switching or controlling; infestation (animal or insect); improper installations; alteration; maintenance or service of; third party claims; or any other claims outside Mercury Lighting control. Component damage caused in transit, by mishandling, by misapplication, or by abnormal stresses-voids the warranty.

Customary or minor assembly, minor adjustments, and minor corrections which are the contractor's responsibility. Mercury is not responsible for damage of any sort whatsoever, including incidental, consequential, exemplary or punitive damages, whether as the result of breach of contract, warranty, tort (including negligence), etc.



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Mercury is not responsible for ... continued ...

Mercury is not responsible for any such damages arising from loss of time, loss of profits or revenues, loss or productivity, interest charges, capital costs, downtime costs, damage to or loss of property, or any and all inconveniences and/or costs arising from any breach of the aforementioned warranty or obligations and will not accept any back charges or product invoice deductions for such damages or claims.

- No labor allowance will be allowed without specific written authorization from Mercury Lighting Products Co., Inc., Fairfield, NJ 07004. In no way does this state or imply, that labor allowances will be considered or even authorized by Mercury Lighting.
- Claims for defective Components must be made directly to Mercury Lighting Products Co., Inc. within 15 days of failure, or the warranty is void.

8-31-16