



19442 E Warner Road
Mesa, AZ 85212
P: 480.218.6104
F: 480.654.8374
www.plgled.com

10-year Limited Warranty SBX Series Retrofits

Limited Warranty:

PLG, LLC. ("Manufacturer") warrants to Purchaser that the LED Retrofit Kit (the "Product") will be free from defects in material and workmanship for the longer of (10 years) from

- (i) the date of manufacture as identified by the date code on the product, and
- (ii) the date that the product is shipped by the manufacturer (if purchaser can substantiate the manufacturer's date of shipment).

Manufacturer does not warrant any other components besides the LED Retrofit Kit. As used herein, the term "Purchaser" means a purchaser for resale or for use in business.

Terms and Conditions:

This warranty applies only to Products that have been properly stored, installed, and maintained; operated within the specified electrical values; and operated in environmental conditions (e.g., temperature) within the normal specified operating range of the system.

The warranty is void if the Purchaser or the user fails to comply with any applicable instructions and recommendations of the Manufacturer; if any LED light components are replaced with components of other manufacturers, and in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation at an ambient temperature higher than the normal specified operating range of the system. Manufacturer shall not be responsible for any failure of its products that results from external causes, including but not limited to acts of God; power surges that exceed product specification; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the product itself.

Notwithstanding anything to the contrary in this warranty document, the LED module of the Product shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the module do not light.

Remedy:

If any Product fails to meet the foregoing warranties, Manufacturer shall correct such failure either by, at its option, (i) repairing any defective or damaged parts or parts of the Product, or (ii) making available, F.O.B. Manufacturer's plant, any necessary repaired or replacement parts. Manufacturer is not responsible for labor and other costs and expenses.

To Make a Warranty Claim:

No products may be returned until Purchaser has contacted Manufacturer and received a Return Material Authorization ("RMA"). To make a warranty claim, retain the failed products and notify a Phoenix Lighting Group, LLC. customer service manager within thirty (30) days of the failure. After contacting and receiving an RMA number from the Manufacturer, Purchaser shall promptly return the





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Product after receiving instructions regarding if, when, and where to ship the Product or part. The Product or part must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this warranty. Manufacturer reserves the right to examine all failed Products to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any product or components defective and covered under this warranty.

Limits of Liability:

The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. No implied statutory warranty of merchantability or fitness for particular purpose shall apply. The provisions of this document constitute Manufacturer’s sole warranties and Purchaser’s sole and exclusive remedy for failure of Manufacturer’s products to conform to the warranties specified above

The total liability of Manufacturer on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of, connected with, or from Manufacturer’s performance or breach of this warranty or from the manufacture, sale, delivery, resale, repair, replacement, or use of any Product, or the furnishing of any service, shall in no event exceed the price allocable to the specific Product which gives rise to the claim; and any and all such liability shall terminate upon the expiration of Manufacturer’s applicable warranty period specified above. If Manufacturer furnishes advice or other assistance which concerns any product, or any system or equipment in which any such product may be installed, the furnishing of such advice or assistance shall not subject Manufacturer to any liability, whether in contract, warranty, tort (including negligence), or otherwise. In no event whether as a result of breach of contract, warranty, tort (including negligence), strict liability or otherwise, shall manufacturer be liable for labor charges, loss of profits or revenues, lack or loss of productivity, interest charges or cost of capital, cost of substitute equipment, system services or products, cost of purchased or replacement power, downtime costs, damage to or loss of use of products or any related equipment, system or facility, or for special, consequential, incidental or punitive damages of any nature.

Purchaser: _____

Project: _____

Date Effective: _____

Additional Cost per Fixture: \$ _____

