



## 5-year Comprehensive Warranty SBX Series Retrofits

**Purchaser:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Date Effective:** \_\_\_\_\_

### I. Limited Warranty:

PLG, LLC. ("Manufacturer") warrants to Purchaser that the SBX Series LED Retrofit Kit (the "Product") will be free from defects in material and workmanship per the details, terms, and conditions of the 5-Year limited warranty, which is incorporated to this document in its entirety.

### II. Comprehensive Warranty Summary:

The purpose of this comprehensive warranty is to:

- Provide initial response, materials retention, and delivery for warranty claims for the one time initial cost of:  
  
\$ \_\_\_\_\_ per fixture
- Provide a basis for technical services for issues outside of a warranty claim, but related to the performance of the Product, detailed in Section III below.

### III. Comprehensive Warranty Details:

Manufacturer will provide initial response to failures as defined by the 5-Year Limited warranty to include labor, supervision, and equipment. If it is found that the failure is due to problems within the Product itself, Manufacturer will remedy at no cost to the Purchaser.

If failure is found to be due to problems outside of the Product, then Manufacturer will make repairs on a Cost Plus basis at the rates below:

- Labor, Normal Business Hours (M-F, 7:00 AM to 4:00 PM) - \$ 75.00 per Hour, minimum 2 hours
- Labor, Outside Normal Business Hours - \$ 150.00 per Hour, minimum 2 hours
- Materials and Equipment – Actual Cost Plus 15%

Purchaser authorizes the Manufacturer to diagnose and make repairs of failures outside of the Product for the amount of:





\$ \_\_\_\_\_

If repairs are to exceed the amount above, Purchaser will be notified, and no additional work will be completed until receipt of written approval.

#### **IV. To Make a Comprehensive Warranty Claim:**

All warranty claims are to be dispatched by phone and followed up by email to the following:

Normal Business Hours Phone Number – (480) 218-6104

Outside Normal Business Hours Phone Number – (602) 499-9520

Email – [support@plgled.com](mailto:support@plgled.com)

By dispatching Manufacture via the contacts above, Purchaser agrees to pay additional fees accrued per Section III above.

#### **V. Limits of Liability:**

The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory, except those explicitly called out above. 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, except those explicitly called out above.

