

Above All Lighting LED T8/T5 Tubes Limited Warranty

LIMITED WARRANTY FOR ABOVE ALL LIGHTING LED PRODUCTS

This limited warranty is provided by the Above All Lighting, LLC. ("Above All" or "Seller")

Above All warrants that each Above All product specified below that you purchase is free from defects in materials and workmanship under normal use for a period of

FIVE(5) years or 50,000 hours before light output drops to 70% of initial output from the date of original purchase in ambient 77°F. This limited warranty only applies to specified LED T8/T5 tubes.

This limited warranty is provided by the Seller to you as the original purchaser ("Original Purchaser") of the LED lighting product that is identified on Above All's invoice reflecting the original purchase (the "Product"). This limited warranty may be transferred to subsequent purchasers ("Subsequent Purchaser") (each of the Original Purchaser and Subsequent Purchasers, collectively, the "Buyer") of the Product, provided that such Product is resold in new condition and in its original packaging.

The determination of whether the Product is defective shall be made by 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 components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, repair the Product or replace the Product.

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 an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

Seller's obligations for breach of warranty shall be limited to repair or replacement, at Seller's option, of any products or parts which prove to be defective. In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Above All Lighting, LLC., 1501 Industrial Way North, Toms River, New Jersey 08755. Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and Seller shall not be liable for labor or other costs related to de-installation or re-installation.

This limited warranty does not apply to 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 Seller or its authorized service provider. This limited warranty excludes field labor 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.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF EXPRESSLY DISCLAIMERS, ALL OTHER REPRESENTATIONS, GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

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 ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of the Production or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

These product warranty terms shall be governed by the laws of the State of New Jersey. Buyer consents to the personal jurisdiction and venue of the courts of the State of New Jersey. Any legal or equitable claim of any nature arising hereunder shall be filed and maintained in the state or federal courts in the State of New Jersey and buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed Above All, buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding Above All or buyer unless in writing and signed by duly authorized representatives of both parties. These product warranty terms shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Effective Date: July 15, 2017
Above All Lighting 2017/07/15