



eTech LED LLC
2559 Badger Ave
Oshkosh WI 54904
920 - 267 6109
www.eteched.com

Standard 5-Year Limited Warranty

eTech LED, LLC (“eTech LED”) warrants to the original purchaser of the eTech LED luminaires and bulbs (“Product”) identified on eTech LED’s invoice reflecting its original purchase. This limited warranty may be transferred to subsequent purchasers of the Product, provided that the Product is resold in new condition and in its original packaging by an authorized eTech LED Reseller. This limited warranty is suspended and does not apply to Products sold to purchasers whose accounts with eTech LED are not current. eTech LED warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship under normal use in suitable applications within rated electric service limitations for a period of FIVE (5) YEARS from the date of original purchase (“Warranty Period”) from eTech LED. The determination of whether the Product is defective shall be made by eTech LED in its sole discretion.

If eTech LED determines the Product or a component is defective, eTech LED will elect, in its sole discretion, to refund the purchase price of the Product, give purchaser a credit toward future purchases of eTech LED Products, repair or replace the Product or component with the same or an equivalent Product.

This limited warranty will not apply to loss or damage to the Product caused by: improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including any failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets or instructions of eTech LED; physical damage, exposure to adverse or hazardous chemical or other substances; harmonic oscillation or resonance associated with movement of air currents around the product; induced vibration; use of reactive cleaning agents and/or harsh chemicals to clean the Product; fire, power failure; improper power supply; power surges or dips and/or excessive switching; excessive ambient temperature; failure to use the Product for the purpose for which it was designed; vandalism; fault or negligence of purchaser, any end user, third party or service provider not engaged or approved in advance by eTech LED; damage or loss during shipping or any other occurrences beyond eTech LED’s control.

eTech LED will not be responsible under this warranty for substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product. The end user is solely responsible for the structural integrity of any foundations, anchorages or structures upon which the Product is mounted or to which it is attached. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to eTech LED upon request to substantiate that the Product has failed to comply with the terms of the Warranty. Material used in the Products is NOT warranted against yellowing. This limited warranty is void if the product is not used for the purpose for which it is designed.

eTech LED 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 eTech LED in its



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sole discretion, and warranted for the remainder of the original warranty period. eTech LED will not honor any claims for the cost of repair without prior written approval.

To make a warranty claim, you must notify eTech LED in writing within thirty (30) days after your discovery of the defect, provide proof of coverage such as the Warranty Certificate, and comply with eTech LED's other warranty requirements. Your warranty claim should be addressed to eTech LED via email at CustomerService@eTechLED.com. Upon receiving that notice, eTech LED will review the claim, and if found valid will issue an RMA number. eTech LED may require you to promptly return the Product to eTech LED, or its authorized service provider, freight prepaid.

The foregoing warranty provisions are exclusive and are given and accepted in lieu of other warranties, whether express or implied, including without limitation any warranty against infringement and any implied warranties of merchantability or fitness for a particular purpose.

In no event will eTech LED be liable for any special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of or related to the eTech LED's performance or breach of this warranty, sale, delivery, repair, replacement or the furnishing of any services or customer's use of or inability to use the products, even if the company has been advised of the possibility of such damages. In no event will the company's claim liability exceed the amount paid by the customer for the product under warranty. All warranty claims are subject to the standard Terms & Conditions published on the eTech LED website.

THIRD PARTY WARRANTIES

This limited warranty only applies to specified eTech LED bulbs and fixtures. It does not apply to and eTech LED makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any poles, tenons, mounts, accessories, components or products not manufactured or assembled by or for eTech LED, but eTech LED will make available to the Customer, to the extent permitted by law and the relevant warranties of manufacturers of such accessories, components or products, the warranties of the manufacturer upon timely written notice of a claimed defect.

GOVERNING LAW

All claims arising out of the purchase and use of the Product and the Limited Warranty provided herein shall be governed by the laws of the State of Wisconsin. By purchasing a product, accessory or component from eTech LED or an Authorized Independent Sales Representative or Reseller, Customer agrees to submit to the personal jurisdiction and venue of federal and state courts located in Winnebago County, Wisconsin.

This warranty is effective for purchases of Product on or after the effective date of January 1st, 2017. eTech LED reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with eTech LED on or after the effective date of such revised warranty.