



BIRCHWOOD, CONTECH AND INTENSE LIGHTING WARRANTY

5-YEAR LIMITED WARRANTY FOR INDOOR LED FIXTURES INCLUDING ENERGY STAR® CERTIFIED LED FIXTURES

Birchwood, ConTech, and Intense Lighting warrant to its customers and the original end users the LED Electronics, and Components of its properly installed LED products, to be free of defects in material and workmanship, in normal use, for a period of five (5) years from the time of sale by Birchwood, ConTech, and Intense Lighting and warrants the Painted Finish for a period of one (1) year from the time of sale by Birchwood, ConTech, and Intense Lighting. The Painted Finish of the product will be considered defective in material or workmanship only if there is substantial deterioration in the form of blistering, cracking, or peeling within the one (1) year warranty period. The Painted Finish is not warranted against fading or chalking, as it may naturally fade or chalk over time due to normal aging.

Birchwood, ConTech, and Intense Lighting, at its sole option, will repair, replace, credit or refund, any warranted product returned to it that it determines to be defective. Customer or consumer must return the product, transportation prepaid, to Birchwood, ConTech, and Intense Lighting at 725 Landwehr Road, Northbrook, IL 60062 within the warranty period. No return of products will be accepted without a Return Goods Authorization ("RGA") which may be obtained by calling 847-559-5550. This warranty excludes and there is disclaimed liability for labor for removal of this product or re-installation of this product or a replacement product. In addition to complete failure, defects include lumen depreciation to levels below 70% of initial lumen output within warranty period and/or color shift beyond that which is set forth in the current Energy Star Program Requirements for SSL within the warranty period.

This warranty is void if the product is installed in violation of the National Electrical Code, or any applicable local electrical codes, or in an improper environment, misused, opened, abused, or altered in any manner or is not used under normal operating conditions or not in accordance with any labels or instructions. This warranty does not cover damages due to environmental conditions, acts of nature, animal or insect activity, or power surges.

THE ABOVE EXPRESS WARRANTY STATES THE FULL AND COMPLETE OBLIGATION OF BIRCHWOOD, CONTECH, AND INTENSE LIGHTING. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY. UNDER NO CIRCUMSTANCES WILL BIRCHWOOD, CONTECH, AND INTENSE LIGHTING ACCEPT LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY EQUIPMENT, LOST SALES OR PROFITS OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION. THE REMEDIES PROVIDED HEREIN ARE THE EXCLUSIVE REMEDIES UNDER THIS WARRANTY, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

No distributor or supplier of Birchwood, ConTech, and Intense Lighting has the authority to modify or amend this Limited Warranty. This warranty may not be transferred or assigned by the original end user.