



## WARRANTY CERTIFICATE American Greenpower (USA) Inc.

### LIMITED PRODUCT WARRANTY POLICY

Thank you for purchasing LED lighting products from American Greenpower (USA) Inc. (AGP). This warranty certifies the **American Greenpower LED Lighting Series (DLC certified products only)** shall be free from manufacturer defects in workmanship and materials which occur as a result of normal use of the products and shall operate from the date of invoice for a period of up to **5 years**, subject to the Terms and Conditions specified below.

#### Warranty Exclusions:

Product warranty does not cover the costs of removing and reinstalling the product (including labor), or damage to the product caused by misuse, improper installation or customer modifications. AGP is not responsible for product shipping costs, incidentals or loss during the shipment to AGP. Repairs or modifications to our Lamp and Ballast by any non-AGP authorized person, without obtaining written approval from AGP, will invalidate this warranty.

#### System Components Replacement within Warranty Period:

If a Lamp fails during the warranty period, and AGP LED Lamps were installed and operated as indicated in the Terms and Conditions specified in this Policy, AGP will provide the same or comparable replacement Lamps within the warranty period.

#### Return of Defective Product:

To return a defective product, you must contact AGP to **obtain a Return Goods Authorization Number (RGA)**. After contacting AGP and receiving a RGA number, the customer shall return the product at the customer's expense to AGP within **two weeks** of receiving the RGA Number. Failure to follow this procedure shall render this warranty null and void.

#### Special Terms and Conditions for the Warranty:

The AGP LED Lighting Series of Lamps must be installed together as a system (*lamp and ballast*) and operated under suitable environmental conditions and in accordance with the latest National Electrical Code, Underwriters Laboratory Bulletins and ANSI Specifications. AGP LED Lamps are specifically and technically designed to be installed together as a unit, and are not engineered to work with any other



lighting system. Purchasing and installing the Lamps and Ballast separately, or installing an AGP Lamp or Ballast with a non-AGP LED system will render this warranty null and void.

This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including but not limited to: under/over voltage conditions, operating temperatures in excess of maximum rated temperatures, using the wrong lamp types, using incorrect voltages, and unnecessary switching of on-off cycles. AGP reserves the right to examine all failed Lamps and/or Ballasts and reserves the right to be the sole judge as to whether any Lamps and/or Ballasts are defective and covered under this warranty.

#### **Replacement of Product; Limits of Liability:**

THE FORGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE AND EXCLUSIVE LIABILITY OF AGP. AGP LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE REPLACEMENT OF THE AGP PRODUCTS. IN NO EVENT SHALL AGP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. AGP WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, TORT OR ANY OF THE AFORESTATED DAMAGES, INCLUDING LOST PROFITS OR REVENUES OR ANY OTHER COSTS OR DAMAGES.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY DOES NOT COVER ANY DAMAGE AS A RESULT OF *FORCE MAJEURE*, OR OCCURRENCES FROM EXTRAORDINARY EVENTS OR CIRCUMSTANCES, SUCH AS WAR, STRIKE, RIOT, CRIME OR AN EVENT DESCRIBED BY "ACTS OF GOD" OR "NATURAL DISASTERS", SUCH AS FLOODINGS, EARTHQUAKES, VOLCANIC ERUPTIONS, TORNADOES, HURRICANES, LIGHTNING STRIKES OR HAIL STORMS.

**Please Note:** This Extended Limited Warranty Policy gives the customer specific legal rights. The customer may also have other rights which vary from state to state in the United States. To the extent this Policy is inconsistent with local law, this Policy shall be deemed modified to be consistent with such local law. Under such local law, certain disclaimers and limitations of this Policy may not apply to the customer.

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