

FORUM LIGHTING, INC.



Limited Warranty

a) **Coverage:** Forum Lighting warrants its Products for 10 years for Standard Indoor Dry LED fixture, driver and electronic control gear. Standard products include Alumina, Arc, SRT, KEC, Inverse Cove, Drum and dry application Aqua.. This warranty is effective for orders dated after January 1, 2020. Other products are covered under the standard five year warranty.

b) **Inclusions**

Forum Lighting warrants to Purchaser that each Product manufactured and sold by it will be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for the period set forth in a) above from date of Purchaser's purchase (the invoice date).

Forum Lighting's warranty flows only to Purchaser and not to any repurchaser or assignee of the Product.

Forum Lighting will, at its option, repair or replace any Product demonstrated to be defective and returned by Purchaser in accordance with Forum Lighting's Products Return Policy, including, without limitation, its return authorization provisions, within the applicable warranty period set forth above.

Forum Lighting will replace any defective Product with a comparable product under this warranty if the Product has been discontinued or is not available.

Forum Lighting will repair or replace defect in materials, manufacturing or design of Product in accordance with the most practical resolution for Purchaser as defined by Customer Care.

Damage to Product during transport is covered by this warranty.

Forum Lighting will be responsible for all cost of shipping defective Product in connection to a valid warranty claim.

c) **Exclusions**

This is a limited warranty and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below. Forum Lighting shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of the Product or arising out of any breach of this warranty.

The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and fitness for particular purpose and any and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever.

Forum Lighting will facilitate the technical resolution of problems but does not warrant third-party products sold with the Products or installation, unless a full back-to-back support agreement is made with the supplier. Unless expressly arranged through Forum Lighting, third-party warranty coverage must be managed by the supplier offering the warranty, based on a contractual arrangement with the supplier.

For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including, without limitation, labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of parts or misapplication.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by Purchaser/installer or Acts of God (such as lightning or fluctuations in electrical power).
3. Products which have been modified or have had the UL or ETL identification label altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals
5. The product has been serviced by personnel not authorized by Forum Lighting.

Purchaser shall convey with each Product distributed to end users this FORUM LIGHTING'S LIMITED WARRANTY. Modifications to standard products, custom products, diffusers, integrated control devices and color changing LED systems are covered under the five year warranty.

d) Limitations and conditions

Products/Solutions should be used within their specifications (e.g. temperature, water ingress and other extreme conditions, Indoor/outdoor, up-lighting, down-lighting, etc.) and according to application guidelines. Warranty becomes void if the Product is misapplied. Warranty will also be voided should Purchaser fail to appropriately maintain their installation. Registration is required for this warranty to be valid. Instructions are available on our website.

This limited warranty applies only to the repair or replacement of the Product and only when the Product is properly handled, installed and maintained according to Forum Lighting's instructions. Purchaser must notify Forum Lighting in writing within 30 days of noticing the defect. Ambient temperature in the immediate environment surrounding the fixture must not exceed 25 degrees celsius or the warranty will be void.

Forum Lighting does not warranty voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the Products and those defined by relevant supply standards.

This warranty does not warrant consumables such as lamps or LED lamps which are part of the Product and other generally replaceable consumable items. Such items may carry a separate warranty which may differ from this policy.

Forum Lighting reserves the right to make the final decision on the validity of any warranty claim.