LightArt

LIMITED WARRANTY

DAMAGED / DEFFECTIVE FIXTURE?

LightArt provides a 5-year limited warranty for our standard products. As a handmade, custom fabrication shop, we ensure that every fixture conforms to original product specifications and is free from defects in material and workmanship. This includes shade, hardware, and lighting components. Have you found your fixtures have arrived to you either damaged or defective? Follow our step by step process to file a warranty claim:

1. CONTACT THE FACTORY

- a. Email or call your LightArt project manager as soon as you notice the issue.
- b. Provide a detailed problem description include fixture type, quantity of damaged fixtures, and perceived cause of damage.
- c. In the case of defective lighting, provide information on installation process, electrical system in building, and control system in place.

2. SEND A PHOTO

- a. Provide a series of detailed images of the full fixture and the damaged components.
- b. In the case of defective lighting, provide an image of the wiring to the driver and electrical system.
- c. In the case of shipping damage, provide an image of the fixture within packing materials per shipping company's requirements.

3. CONFIRM CAUSE

- a. If the claim is justified upon review of information, LightArt will request a return shipment of the necessary components for formal inspection at the factory CSA & UL approved I laboratory.
- b. LightArt will provide packing materials and arrange fully paid return of the fixtures(s) in question.
- c. If determined at fault, LightArt will provide replacements of the damaged or defective components.

LightArt warrants for a period of up to five years from the date of shipment that its lighting products will conform to the product specifications supplied by LightArt and are free from defects in materials and workmanship. Claims made under this limited warranty must be submitted to LightArt no later than five years after the shipment of the product. Subject to the conditions and limitations set out below, and upon Light Art's examination after return of the claimed defective product, LightArt shall have the option at its sole discretion to either (1) replace the product, (2) repair the product per the following terms and conditions or (3) refund the original purchase price. In no event does this limited warranty cover any costs relating to uninstallation, re-installation or fabrication expense. any other direct or indirect loss.

See LightArt Limited Warranty / Terms and Conditions for further details Standard Warranty v3 / 3.29.2023

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TERMS AND CONDITIONS

- Fixture installation must be performed by a licensed electrician or under the supervision of a licensed electrician and per the installation instructions included with the fixture shipment.
- The limited warranty does not apply to any product damages resulting from any wet exposure, exterior or extreme temperature applications. Wet exposure is defined as any location where moisture exists unless a wet rated product is used. Exterior location is defined as any location outside of the enclosed, climate-controlled interior of a building. Extreme temperature range is defined as -20C to +40C.
- Additionally, the limited warranty does not apply to any products that have been subject to the following external causes: mishandling, unusual wear and tear, improper specification, failure to maintain according to product usage guidelines; accidents or abuse, alterations or repairs, damage resulting from the failure of a third-parties product, natural variations in dye, natural fading, gauge, texture, and finish, improper power supply, power surges or dips, control systems that are beyond the specified limits of the products, and improper storage, alteration, maintenance or service.
- To confirm cause of damage, the defective product must be returned to LightArt within 30 days of claim.
- Labor costs for removal, re-installation, or any additional time incurred are not covered under this limited warranty.
- If LightArt chooses to replace the product and is not able to do so because it has been discontinued or is not available, LightArt may replace the product with a comparable product.
- If requested, the non-conforming or defective products shall become LightArt property as soon as they have been replaced.

LIGHTART'S TOTAL LIBAILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL LIGHTART BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY LIGHTART FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. LIGHT ART EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE. THIS WARRANTY SUPERSEDES

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FILING A CLAIM

LightArt requires the following in order to formally file a claim:

- Detailed problem description including fixture type, quantity, and number of damaged fixtures
- Images of damaged/defective product
- In the case of defective lighting, an image of the wiring to the driver and electrical system.
- In the case of shipping damage, an image of the fixture within packing materials and sent within 30 days of shipment date.

Upon review of this information, if the claim is justified LightArt will request a return shipment to inspect and test the damage/defective components in person at the factory CSA and UL listed laboratory.

LightArt will provide packing materials and arrange fully paid shipping for the return of fixtures.

LightArt shall determine the cause of failure and reserves the right to be the sole judge as to whether any of the components are defective and covered under this limited warranty.

If it is determined that a product returned to LightArt is not covered by this limited warranty, LightArt will not return the product unless the sender specifically so requests and pays for all return shipping expenses.

Warranty claims regarding the product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure. Please contact LightArt's Tech Support Team at <u>techsupport@lightart.com</u> to report and verify warranty coverage.

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