



## Flow Lighting Five Year Limited Warranty

### Limited Warranty:

Flow Lighting, Inc (“Manufacturer”) warrants that each light fixture (its “Product”) will be free from any defects in materials and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation accompanying the Product, the installation instructions, or on the Flow Lighting website at [www.flowledlighting.com](http://www.flowledlighting.com). The foregoing warranty shall be valid for a period of five years from date of initial purchase (the invoice date) from Manufacturer. If a Product fails to operate in accordance with this warranty, Manufacturer will provide replacement of the failed Product subject to the limited warranty terms and conditions set forth below. If you have any issues or questions please call technical support at (817)435-8484.

### Limited Warranty Terms and Conditions:

Manufacturer’s warranty is only provided to the original purchaser (“Purchaser” as identified on Manufacturer’s invoice) of the Product, and provided that the product is only used for what it was designed for by the Manufacturer, approved by applicable agencies or authorities, and as specified by the Purchaser at time of sale. The Warranty is specifically voided if the Purchaser, or its affiliates or clients modify or integrate other products into, on to, or with the Product unless installed per Manufacturer’s written instructions and prior written approval.

The warranty is also subject to the Manufacturer being notified within ten days of the Purchaser noticing that the product may not be performing as previously set forth. The Warranty may be voided, in the Manufacturer’s sole discretion, if the Purchaser continued to use the product after such a discovery without notifying the Manufacturer which contributed to further degrading of the product function or longevity.

Product to be covered by this warranty is to be returned by Purchaser within the warranty period, and in accordance with Manufacturer’s Products Return Policy posted on Manufacturer’s website at [www.flowledlighting.com](http://www.flowledlighting.com). If upon examination, Manufacturer confirms that such Product failed to satisfy this warranty, Manufacturer will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, “repair or replace the Product or the defective part thereof” does not include any removal or re-installation costs or expenses, including without limitation labor costs or expenses. Manufacturer also retains the right to change, modify or discontinue any of its Products, and to replace components or product with an equal or superior to the original Product purchased.

Manufacturer provides no warranty for damages arising from delay, Products damaged in transit, mishandling, installation or maintenance, or due to normal wear and tear. This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the installation instructions, and per current codes, including code compliant ceilings. This warranty does not apply to damage or failure to perform arising as a result of any Acts of God, induced vibration, or from any abuse, misuse, abnormal use, use in violation of any applicable standard, code, safety approval, or instructions for use including those contained in the latest National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., the Standards for the American National Standards Institute or, in Canada, the Canadian Standards Association. This warranty shall become void in the event any repairs or alterations after shipment are made to the Product by any person.

Purchaser is solely responsible to convey this Warranty with each Product distributed to its clients. If Manufacturer determines that the appropriate remedy for a defective Product is to refund Purchaser’s purchase price, the Purchaser is solely responsible to remit any such funds to 3<sup>rd</sup> parties that may have engaged them to provide the product.

**Third Party Warranties:**

With respect to products sold to the Purchaser by Manufacturer but not bearing the Manufacturer's name, MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Manufacturer will make available upon request, but only to the extent permitted by law and relevant contracts, the Warranty of the Manufacturer of the relevant product to the extent it applies and is in Manufacturer's possession.

**No Implied or Other Warranties:**

THE WARRANTIES GIVEN IN THESE TERMS ARE THE ONLY WARRANTIES GIVEN BY THE MANUFACTURER WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY, AND MANUFACTURER'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN. No agent, employee or representative of Manufacturer has any authority to bind Manufacturer to any affirmation, representation or warranty concerning goods sold by Manufacturer and unless an affirmation, representation or warranty is specifically included herein or in Manufacturer's sales order, it does not form a part of the basis of any agreement between Manufacturer and Purchaser and shall not be enforceable by Purchaser.

**Limitation of Liability:**

An essential purpose of the limited exclusive liabilities and remedies in this Limited Warranty agreement is allocation of risks between Manufacturer and Purchaser, for which allocation of risks is reflected in the purchase price for the Products. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MANUFACTURER'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

This Warranty only applies to product purchased on after the date shown below. The Manufacturer may in its sole discretion, revise, change or amend the Warranty as deemed necessary. Any such update shall only change the warranty for product shipped on after the date of the updated Warranty.

Updated: April 16, 2015

