

Solas Ray™ Lighting – LED Lighting Fixtures: Limited General Warranty

Solas Ray™™ Lighting provides this warranty exclusively to the original end user (“Original User”) of Solas Ray™ Lighting LED lighting fixtures (“Fixtures”), that the Fixtures will have no meaningful deficiencies in form, fit or function for a period of five (5) years from the date such Fixtures are shipped by Solas Ray™ Lighting (“Warranty Coverage Term”).

WARRANTY EXCLUSIONS:

Warranty coverage does not include:

- (1) Fixtures that are exposed to damage, misuse, carelessness, abandonment, mishap, incorrect maintenance or testing, incorrect electrical connection or transferal and relocation, incorrect warehousing, incorrect transport, incorrect refurbishment or adjustment, or utilization opposite to what is specified in any written electrical or service guidelines issued by Solas Ray™ Lighting or made available on Solas Ray™ Lighting’s website;
- (2) Deterioration or damage of Fixtures arising during typical recommended use;
- (3) Fixtures that are subjected to (briefly or steady state) unusual environmental forces, extreme physical surroundings, contact with unknown substances, unprotected chemical contact, contact with acute humidity, intense pulsations, physical shocks, acute thermal ambient conditions, contact with ‘dirty power’, voltage spikes or current surges, voltage beyond that specified, or other excessive electrical forces;
- (4) Fixtures that are rebuilt, remodeled, reconditioned, refurbished, renovated, adjusted or changed by persons other than Solas Ray™ Lighting or a Solas Ray™ Lighting authorized representative;
- (5) Fixtures that have been changed, reworked or otherwise revised using non-OEM components not provided by Solas Ray™ Lighting;
- (6) Instructions or help regarding to the Fixtures that Solas Ray™ Lighting provides to the Original User;
- (7) Any deficient Fixtures where the deficiency has occurred as a result of Solas Ray™ Lighting following Original User’s own technical references, technical advice or work directions;
- (8) Any Fixture components not provided by Solas Ray™ Lighting that the Original User installed to the Fixture, inserted in the Fixture or combined with the Fixture network such as wireless controllers, day-light harvesting modules, motion detectors, emergency power supplies or electronic system components (such being covered by third-party warranties). Note: Solas Ray™ Lighting makes no claims regarding any third-party’s components;
- (9) Any impairment or failure to operate in a normal or satisfactory manner of the Fixture or Fixture grid (including associated electronics systems) as a result of electrical or electronic disturbances from an external electronic component or controller network;
- (10) Any unauthorized access of the Fixture or lighting network through terrorist attack;
- (11) Excluding emergency batteries, poles or other components which have a warranty less than 1 year, in which case the component manufacturers are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s);
- (12) Non-illuminating LED arrays in the Fixtures if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate, and
- (13) Fixture(s) installed in applications in which ambient temperatures exceed the range of specified ambient operating temperatures (momentarily or continuously) or are operated outside the electrical values (momentarily or continuously), shown in the Solas Ray™ LED Fixture(s) Specification literature, website or as printed on the Driver Label(s).

WARRANTY COVERAGE:

After the inspection and testing of the RMA Fixtures by Solas Ray™ Lighting, should such Fixtures be found to be non-conforming to pro-rated illumination or performance standards and if such a short-coming has not been the result of Warranty Exclusions, as described previously, Solas Ray™ Lighting shall overhaul, refurbish, reconstruct, rehabilitate, rebuild or reimburse (as determined by Solas Ray™ Lighting) such returned Fixtures. Solas Ray™ LED lighting fixtures with Drivers have fixture specific ambient temperature limits as noted on Specification Sheets for 5 years warranty with 70% lumen depreciation. Driver-less LED Fixtures have Limited Warranty coverage as described in the Solas Ray™ Hazardous Location Limited warranty. During the Warranty Coverage Period, if there is any failure, one lamp will be replaced by one lamp, but the installation costs are not included.

REQUIREMENTS FOR VALID WARRANTY CLAIMS:

- (1) Provide all claims or defects within the Warranty Coverage Period to Solas Ray™ Lighting within thirty (30) days of such claim being discovered, in written form and with a complete description of the event;
- (2) Return (at Original User’s own expense) the Fixtures described above with the original bill of sale or other paperwork showing the date of purchase and identification of the Original User;



- (3) Prepay all of Solas Ray™ Lighting's costs and expenses (including transport insurance) for the delivery of all replacement Fixtures to the Original User; and
- (4) (Since the performance of Solas Ray™ Lighting Products is highly dependent on the adherence to the specified environmental conditions for Fixtures in Hazardous Locations, Solas Ray™ Lighting may request access to the Original User's facility, who then must permit an on-site engineering assessment of the Fixture location's site. Such an assessment must be completed prior to the shipment of a Warranty Replacement Fixture. Should this engineering assessment reveal non-conformance to this or other Solas Ray™ Warranties, or to the specified environmental conditions as provided in the Solas Ray™ technical literature, website or other written materials, Solas Ray™ Lighting reserves the right to charge for the engineering assessment services, travel and other related costs.

WARRANTY LIMITATIONS:

- (1) Warranty Coverage Period: All repaired or replaced Fixtures are warranted for the time left in the original Warranty Coverage Period of the original Fixture;
- (2) Fixtures provided as replacements will be commensurate in performance, but may not be the same as the replaced Fixtures;
- (3) Liability Limitation: Rebuilt, remodeled, reconditioned, refurbished, renovated, adjusted or changed Fixtures, as set forth in this limited warranty document are the only and final resolutions under this warranty or otherwise for Fixture Warranty Coverage. After Solas Ray™ Lighting has replaced, repaired or refunded the defective Fixture(s) it shall have no further obligation to the Original User regarding their RMA claim for that particular Fixture. And at no point in time will the obligation to the Purchaser be greater than the initial price paid for such Fixture(s) that are the basis for the warranty claim, and it is recognized that the entirety of any such obligation shall end upon the completion of the Warranty Coverage Term as described above.
- (4) No Supplementary Warranty Coverage: There exists no supplementary Warranty Coverage other than the provisions as described in this document. Neither Solas Ray™ Lighting nor any other entity acting in Solas Ray™ Lighting's interest has been authorized directly or indirectly in any way, shape or form to provide any other Warranty Coverage for its Fixtures.
- (5) Right to Change: Solas Ray™ Lighting reserves the right to change, revise or end this Limited Warranty without prior notification under the condition that such changes are applicable to any Fixtures that are bought after the release date of such changes or coverage terminations.
- (6) Warranty Exclusivity: The Warranty Coverage as provided in this document consists of the entirety of the coverage provided, and supersedes all other Warranties that may refer to the Solas Ray™ Lighting Fixture(s) whether verbal or given in written form during the normal process of

business transactions, even if such refer to the suitability of the Fixture(s) for a specific use. No Sales Agency, Agent, Electrical Contractor, Distributor, Engineer, Architect or other Supplier of components used by Solas Ray™ Lighting has the power or been authorized to change, supplement or revise this document without such empowerment being specifically granted in written form by Solas Ray™ Lighting.

EXCLUDED DAMAGES:

Regardless of any event surrounding the purchase and installation of Solas Ray™ Lighting's Fixtures, at no point in time shall Solas Ray™ Lighting be responsible for Specific, Non-Specific, Collateral, Secondary, Primary, Ancillary, Representative, Eventual or Financial Compensation including any Reparations for Commercial Disruption, Inability to Utilize Facilities, Earnings, Financial Resources, Funds, Investments other Financial Reserves, that are the result of any Contract Termination, Legal Proceeding, Lawsuit (including Neglectfulness and Specific Fixture Manufacturing Responsibilities) or other related matter, despite the fact that such matters should have been anticipated, and regardless of the fact that Solas Ray™ Lighting, a rightfully recognized Solas Ray™ Lighting Representative or the Purchasing Agent was informed of the probability of such expenses. The provisions for the restriction of legal responsibilities provided herein may not apply to damages that are the result of personal injury or death or other legal responsibilities in Jurisdictions where these may not be disallowed as an element of existing local legal mandates.

Solas Ray™ does not warrant the accuracy of verbal or written certification claims, as these are beyond our control, and can change without warning. It is the responsibility of the customer to verify any applicable third-party Certifications and subsequent Rebates or other Energy-Savings Benefits Programs.

To insure accuracy, verification must be done directly with the certifying agency. The lack of a published certification is not a condition for the return on any special order or custom build product.

APPLICATION PROCESS FOR WARRANTY CLAIMS:

To apply for warranty consideration, Purchaser must obtain and complete a Solas Ray™ [Lighting RMA \(Return Material Authorization\)](#) form and follow instructions on how and where to return the products from the Solas Ray™ Lighting Customer Service department. Solas Ray™ Lighting can also be contacted at: Warranty@solasray.com, or call Solas Ray™ Customer Service at: 765-298-8030 where you will be provided with further assistance. In the event of any conflict or inconsistency between the English language version of this warranty and any translated version (into any language whatsoever), the English language version shall prevail.