

5935 West 84th Street | Indianapolis, IN 46278 | p: 317-542-2811 | www.solasray.com

# Solas Ray<sup>™</sup> Lighting – Hazardous Location Rated, LED Lighting Fixtures Limited Warranty

Solas Ray<sup>™</sup> Lighting provides this warranty exclusively to the original end user ("Original User") of Solas Ray<sup>™</sup> Lighting LED lighting Hazardous Location certified (per UL 844) fixtures ("Fixtures"), that the Fixtures will be free of meaningful deficiencies in form, fit or function for a period of five (5) years from the date such fixtures are shipped by Solas Ray<sup>™</sup> Lighting ("Warranty Coverage Period").

### REQUIREMENTS FOR VALID WARRANTY CLAIMS:

- Provide all claims or defects within the Warranty Coverage Period to Solas Ray<sup>™</sup> Lighting within thirty (30) days of such claim being discovered, in writing and with a complete description of the event;
- (2) Return (at Original User's own cost and 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<sup>™</sup> Lighting's costs and expenses (including risk of loss) for the delivery of all repaired or replaced Fixtures to the Original User; and
- (4) Since the performance of Solas Ray<sup>™</sup> Lighting Products is highly dependent on the adherence to the recommended specified environmental conditions for Hazardous Locations, Solas Ray<sup>™</sup> 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 prior to the shipment of the replacement Fixture. Should this engineering assessment reveal non-conformance to this or other Solas Ray<sup>™</sup> Warranties, or to the specified environmental conditions as provided in the Solas Ray<sup>™</sup> technical literature, website or other written materials, Solas Ray<sup>™</sup> Lighting will invalidate the Warranty Claim, and reserves the right to charge for the engineering assessment services, travel and other related costs.

## WARRANTY PROVISIONS:

Warranty coverage does not include:

(1) Fixtures that are exposed to damage, abuse, improper use, abandonment, negligence, accident, incorrect testing or service, incorrect installation or removal and reinstallation, incorrect storage, incorrect handling, incorrect repair, or use opposite to what is specified in any written installation or maintenance guides issued by Solas Ray<sup>™</sup> Lighting or made available on Solas Ray<sup>™</sup> Lighting's website;

- (2) Deterioration or damage of Fixtures arising during typical recommended use;
- (3) Fixtures that are subjected to (momentarily or continuously) not normal physical stress, extreme environmental conditions, contact with foreign substances, unprotected chemical contact, environmental contact with acute humidity, vibration, impact, acute ambient temperatures, contact with electrical line noise, voltage or current surges, voltage beyond that specified, RF noise or other excessive electrical forces;
- (4) Fixtures that are rebuilt, repaired or changed by persons other than Solas Ray<sup>™</sup> Lighting or a Solas Ray<sup>™</sup> Lighting authorized representative;
- (5) Fixtures that have been changed, repaired or otherwise revised using third party products or components not manufactured or supplied by Solas Ray<sup>™</sup> Lighting;
- (6) Instructions or help relating to the Fixtures that Solas Ray<sup>™</sup> Lighting provides free of charge as a gesture of goodwill to Original User;
- (7) Any defective Fixtures where the deficiency has occurred as a result of Solas Ray<sup>™</sup> Lighting following Original User's own drawings, technical specifications or work instructions;
- (8) Any manufactured products not provided by Solas Ray<sup>™</sup> Lighting or the Original User attached to the Fixture, inserted in the Fixture or added to the Fixture network such as sensors, detectors, batteries or communication devices (such products are covered by the applicable manufacturer warranty). Note: Solas Ray<sup>™</sup> Lighting makes no representation or warranty with respect to any thirdparty entity's components;
- (9) Any damage to or failure to operate in a normal or satisfactory manner of the Fixture (including controls systems, whether wired or wireless) or lighting network as a result of electrical or electronic disturbances from an external device or system;
- (10) Any unauthorized access, breach or hacking of the Fixture or lighting network through manual, wired or wireless intrusion or other terrorist attack, and
- (11) Fixture(s) installed in applications in which ambient temperatures exceed the range of specified ambient operating temperatures or are operated outside the electrical values (momentarily or continuously), shown in the Solas Ray<sup>™</sup> LED Fixture(s) Specification literature, website or as printed on the Driver Label(s).



#### WARRANTY EVALUATION:

After the inspection and testing of the returned Fixtures by Solas Ray<sup>™</sup> Lighting, should such Fixtures be found to be nonconforming to pro-rated illumination or performance standards and if such a short-coming has not been caused by the reasons set out above, Solas Ray<sup>™</sup> Lighting shall repair, replace or refund (as determined by Solas Ray<sup>™</sup> Lighting) such returned Fixtures.

#### WARRANTY EVALUATION (Continued):

The Limited Warranty for the operation of specific Driver-On-Board Solas Ray<sup>™</sup>LED lighting fixtures is as follows:

- 100°C to 85°C 1 year warranty (L70 = 10,000 hours)
- $\circ$  85°C to 65°C 2 year warranty (L70 = 20,000 hours)
- $\circ$  85°C to 65°C 5 year warranty (L70 = 60,000 hours)

Note: During the Warranty Coverage Period, if there is any non-performing fixture as described above, one lamp will be replaced by one lamp, but the installation costs are not included. Hazardous Location LED lighting fixtures with Drivers have other fixture specific ambient temperature limits (at or below 65C), as noted on Specification Sheets, for 5 years warranty with 70% lumen depreciation.

#### WARRANTY LIMITATIONS:

- Warranty Coverage Period: All repaired or replaced Fixtures are warranted for the time remaining in the original Warranty Coverage Period of the original Fixture;
- Fixtures provided as replacements will be equivalent in performance, but not necessarily identical to the replaced Fixtures;
- (3) Liability Limitation: Refurbishment, repair, replacement or refund as set forth in this limited warranty document is the only and final resolution 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 in respect to the defect in that particular Fixture; and
- (4) There exists no supplementary Warranty Coverage other than the provisions as described in this document. Neither Solas Ray<sup>™</sup> Lighting nor any other entity acting in Solas Ray<sup>™</sup> 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<sup>™</sup> 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<sup>™</sup> 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<sup>™</sup> 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<sup>™</sup> Lighting.

#### **EXCLUDED DAMAGES:**

Regardless of any event surrounding the purchase and installation of Solas Ray<sup>™</sup> Lighting's Fixtures, at no point in time shall Solas Ray<sup>™</sup> 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<sup>™</sup> Lighting, a rightfully recognized Solas Ray<sup>™</sup> 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.

#### APPLICATION PROCESS FOR WARRANTY CLAIMS:

To apply for warranty consideration, Purchaser must obtain and complete a Solas Ray<sup>™™</sup> Lighting RMA (Return Material Authorization) form and follow instructions on how and where to return the products from the Solas Ray<sup>™™</sup> Lighting Customer Service department. Solas Ray<sup>™™</sup> Lighting can also be contacted at: Warranty@solasray.com, or call Solas Ray<sup>™</sup> 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.

**REVISED AND PUBLISHED 1-15-2021**