

# Not All Warranties Protect Your Lighting Investment.

Spoiler: Many of them cover practically nothing.

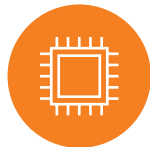
All LEDs start bright, only Flex Lighting Solutions is **GUARANTEED** to STAY BRIGHT for 10 years.



LUMEN MAINTENANCE



LABOR REIMBURSEMENT



LED DRIVER REPLACEMENT



PRODUCT WORKMANSHIP



FLS Premium Warranty available only for Essentials Series 4.0 Performance Line.

## COVERAGE

### FLS Premium Warranty

### Other Warranties

Comprehensive Fixture Coverage	<b>10 Years</b> Including occupancy sensors.	<b>Not covered</b> Multiple exclusions.
Lumen Maintenance (L70)	<b>10 Years</b> No limit on # of burn hours.	<b>Not covered</b> If it's dark, it's your problem.
Labor Costs	<b>Covered</b> We pay \$300 per fixture.	<b>Not covered</b> You pay all costs.
LED Drivers	<b>10 Years</b> You pay nothing.	<b>Not always covered</b> You may pay all costs.
Manufacturer Defects	<b>10 Years</b> Straightforward conditions.	<b>Varies with restrictions</b> Watch out for the fine print.
Peace of Mind	<b>10 Years</b> We take the risk.	<b>No</b> You take all the risk.

Other FLS Premium Warranty Benefits: [Direct Line](#), [1-Business Day Response](#), and [Free Shipping](#).

Premium Warranty sold as an add-on. Available only for Essentials Series 4.0 Performance Line. See terms and conditions at the back of this flyer.

CONTACT US



+1 913-851-3000



lighting@flex.com

flex

## FLS PREMIUM WARRANTY

Equipment is tested and proven to be operational at the time of manufacture by Flex Lighting Solutions (hereafter FLS). Provided the Equipment is installed and operated in accordance with manufacturer's recommendations and compliant with applicable codes, under intended use and normal conditions of use, FLS warrants that its Equipment will be free from defects in materials and workmanship ("Warranty") for a period of ten (10) years from date of shipment of the Equipment (the "Warranty Period"); provided Purchaser must notify FLS within 30 calendar days of discovery of the defect or failure and within the Warranty Period.

The LED arrays in the Equipment will be considered defective in material or workmanship if a total of 10% or more of the individual light emitting diodes in the Equipment fail to illuminate. Except as otherwise set forth herein, FLS does not warrant battery packs, surge protection devices, or any special third-party components (defined as any optional accessories not in the standard catalog offering). For avoidance of doubt, the repair of FLS Equipment (such as replacement of parts/components in FLS Equipment) does not modify or extend the Warranty Period.

The Equipment will be considered defective in material or workmanship if light output fails to be at least 70% of initial output as stated on the data sheet at the time of purchase within the first 10 years of operation, including tolerances.

Purchaser's sole and exclusive remedy for breach of the Warranty is as follows: Equipment determined to be defective by FLS within the Warranty Period will be repaired or replaced with the same or functionally equivalent replacement Equipment at FLS' sole discretion and option at its factory service center at no cost to Purchaser. The Warranty applies only to the original Purchaser and is not transferable or assignable. Under the circumstance where Replacement Equipment is required, a Return Materials Authorization (RMA) must be requested in writing by the Purchaser. Purchaser is responsible to provide full catalog or item numbers, original purchase order number and original invoice numbers in order to process any RMA request. RMA will be issued at the sole discretion of FLS. If Purchaser fails to ship the Returned Equipment and provide tracking number to FLS within 30 calendar days after the issuance of the RMA, Purchaser will be deemed to have purchased the Replacement Equipment and payable under the Standard Payment Terms.

All warranties are void without full payment to the original invoice, including full payment of collection costs as described in Section 4 (Payment Terms) above. The Warranty does not cover, and FLS will not be liable for, any conditions, defect or damage attributable to (1) misuse, inadequate or faulty installation, misapplication, mishandling, abuse, neglect, improper storage or maintenance, operation outside of specified ambient temperature range, extreme environmental conditions, failure to comply with any applicable product classifications or certifications, standards, codes, recommendations, maintenance, product specification sheets or instructions, improper or inadequate maintenance, accident, or tampering; (2) the incompatibility, improper design, manufacture, installation, operation or maintenance of products, components, accessories, equipment or materials not supplied by FLS; (3) problems resulting from external causes such as accident, abuse, misuse, mishandling, negligence or fault of Purchaser and/or any third party who is not a certified electrician or an authorized FLS repair personnel, fire, theft, vandalism, riot, explosion, natural disaster, insect or animal activity, induced vibration, external causes unrelated to product defect, or any other occurrences outside of FLS' control; (4) problems caused by normal wear and tear; for instance, polycarbonate and acrylic materials used in the Equipment are not warranted against yellowing which may naturally occur over time due to normal aging; (5) alterations, combinations, modifications or repairs made to the Equipment or associated wiring by Purchaser or third party who is not a certified electrician or an authorized FLS repair personnel; (6) structural defects in or damage to any property; (7) the purchase of Equipment and/or components from an unauthorized reseller or distributor; (8) removal, alteration or destruction of the product data tag or any other product identifiers; (9) use or exposure of Equipment to hazardous conditions or put in an environment that is unexpected, unsafe or dangerous; (10) Equipment for which FLS has not yet received full payment; (11) use of harsh or reactive chemicals or agents to clean or maintain the Equipment; and (12) abnormal use or stress, including operating the Equipment outside the specified temperature, voltage, and current ranges, improper power supply, power surges or dips, and excessive switching.

For products not bearing the FLS name, logo or certification, FLS makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. Purchaser's use of, modification, or combination of the Equipment with products, processes, materials, components supplied, manufactured or distributed by a third party voids the warranty. FLS is not responsible or liable for any costs resulting from use or improper installation of a third

party's products, failure of third party supplied products, or failures of Equipment resulting from the use of a third party supplied product. The third party is solely responsible for any costs, expenses, and service fees related to any claims associated with its products.

The labor reimbursement warranty will be in effect 90 days after the full payment. Labor reimbursement will be made by FLS at a fixed sum of \$300 per luminaire for each warranty claim approved by FLS, and is independent from the actual cost of repairs. Purchaser must provide signed documentation of repair completion in order to receive labor reimbursement.

The above warranty does not apply to the quality of the installation of the Equipment by the installer of such Equipment. For example, the above warranties would not cover problems resulting from an installer's installation methods and procedures. Installers are neither Flex Lighting Solution's employees nor agents and such installers do not have the authority to alter or extend the above warranties. Further, (a) the above warranty does not include FLS' responsibility for or cover reimbursement for any expenses of labor, transportation, materials, rentals or rework related to or arising from the installation, removal or reinstallation of the Equipment above and beyond the specified reimbursement, (b) the above warranty does not include or cover any travel expenses incurred by FLS in connection with inspecting and evaluating any warranty claim at Purchaser's facility, and (c) FLS's liability and responsibility for warranty defects is limited solely to repair or replacement as set forth above and is in any event limited to the purchase price of the specific Equipment item for which the warranty claim is being made, in addition to agreed upon labor costs. FLS advises Purchasers to pay particular attention to installation and protection of the controllers for FLS's products. These components are easily damaged by environmental conditions and must be adequately protected by proper installation by a certified electrician or FLS repair personnel. No guaranty or warranty by FLS extends to control units which have been, in FLS's sole opinion, improperly installed.

Purchaser must keep adequate records of operating history, maintenance, installation, testing, and/or proof of purchase to be available for inspection by FLS to qualify for the warranty. If a product is returned for repair or replacement, Purchaser must comply with the applicable Returned Merchandise provisions as set forth above in the Section 14 (Limited Warranty). Sufficient packing materials must be used to avoid damage to the Equipment being returned while in transit. FLS reserves the right to repair or replace at its discretion. FLS assumes no responsibility or liability for expenses incurred for the troubleshooting, removal and/or installation of products requiring service and/or repair, nor for the handling of products returned to sender after the service has been rendered.

FLS will pay inbound and outbound freight for any legitimate warranty claims. Purchaser will receive a pre-printed shipping label for the return of defective equipment.

In the event the Purchaser believes the Equipment light output falls below 70% of initial output, Purchaser should clean lenses prior to taking any light readings. If Purchaser wishes to make a warranty claim, at least 3 fixtures from various areas should be returned to FLS. FLS will clean the returned Equipment and send it to a lab of FLS' choice for testing. If the test results indicate the warranty claim is not valid, Purchaser will be responsible for the cost of all inbound and outbound freight charges, as well as the cost of the lab tests.

FLS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, WHETHER ARISING BY COURSE OF DEALING, USAGE TRADE OR OTHERWISE IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WITH RESPECT TO THIS PRODUCT.

No agent, distributor or representative or employee of FLS or any other person, other than an authorized officer of FLS, is authorized to give any additional warranty on behalf of FLS. Any technical advice, recommendations, samples, and/or demonstrations provided by FLS concerning the use, application, or compatibility of any products or materials are provided by FLS for the purpose of assisting the Purchaser to evaluate, at its own risk, the suitability of products for the Purchaser's intended use and may not be construed as an express or implied warranty. FLS does not warrant the accuracy of and results from any recommendations or suggestions resulting from any engineering analysis or study. This applies regardless of whether a charge is made for such analysis or study. In the event of errors or inaccuracies in any such study or analysis, FLS's liability will be limited to the re-performance of any study or analysis.

## Flex Lighting Solutions

(+1) 913-851-3000  
lighting@flex.com  
www.flexlightingsolutions.com

7320 W 162nd St.  
Overland Park, KS  
66085, USA

600 Shiloh Rd.  
Plano, TX  
75074, USA

6201 America Center Dr.  
San Jose, CA  
95002, USA