

# WARRANTY

## LED SPORTS LIGHT: ELECTRICAL COMPONENTS

### TEN (10) YEAR WARRANTY

**Spartan Sports Lighting (the “Company”)** provides a **Ten (10) Year limited Warranty** for its products to be free of defects in materials and workmanship. This warranty includes LED electrical components, including LED emitters (the “Product”) based on an operational life expectancy of 50,000 hours. Expected life for LEDs is determined as the time at which the emitters(s) will operate at 70% of their initial lumen output. At Company’s option, we will repair or replace, without charge, any properly installed Product covered under this warranty that we deem to be defective if such Product has failed under normal conditions, use, service and maintenance. Alternatively, we may offer a full or partial refund in satisfaction of the obligations herein contained.

Any Product that has been damaged due to handling, transportation, installation, vehicular impact, abuse, vandalism, natural occurrence, act of god or by any other reason beyond the control of the Company is not covered under this warranty.

This warranty does not cover instances where the Product is used outside of its specifications.

This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser.

This warranty constitutes the entire obligation of the Company to the original purchaser and further constitutes the original purchaser’s sole remedy. The Company makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties. The Company’s responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, the Company is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will the Company be responsible or liable for any labor costs.

### EXCLUSIONS

This is a limited warranty and excludes installation and consequential damages (such as loss of revenue/profits, damage to property, or other extended costs not previously mentioned) and is further defined by the limitations and conditions below.

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The Company shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental, or consequential resulting from the use of this product or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express, or implied including all warranties of merchantability and fitness for particular purpose.

Repair or replacement of the product or the defective part does not include any reinstallation costs or expenses, including without limitation labor costs or other expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power or supplies; overheating caused by improper installation.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or "Acts of God" (such as lightning or fluctuations in electrical power).
3. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or fixture installation instruction sheets supplied with each fixture when shipped.
4. Product which has been modified by someone other than the Company.
5. Product which has been serviced by personnel not authorized by the Company.

## LIMITATIONS AND CONDITIONS

Products should be used within their specifications (specifications do not include case temperature higher than normal range, water ingress and other extreme conditions) and according to application guidelines. Warranty becomes void if the product is used outside its intended use. Warranty will also be voided should the purchaser fail to appropriately maintain the installed Product.

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed, and maintained according to our installation instructions. Purchaser must notify The Company in writing within 30 days of the defect occurring.

Product must be operated within the specified electrical values; and operated in environmental conditions within the normal specified operating range of the system. The Company cannot be held liable for electrical supply conditions, including supply spikes, and over-voltage/under-voltage that are beyond the specified limits of the products and those defined by relevant supply standards.

This warranty applies only to Product that have been properly stored, installed, and maintained. The Company cannot be held liable if the purchaser or the user fails to comply with any applicable instructions and recommendations of the manufacturer such as: the above mentioned environmental, handling, and electrical conditions, excessive operation of

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the product (more than 4,600 hours per year), and LED light components being interchanged with components of other manufacturers.

The Company shall not be responsible for any failure of its Products that result from external causes, including but not limited to “Acts of God”; power surges that exceed product specification; improper power supply; fault or negligence of the purchaser or user; improper use, installation, handling, storage, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), the Canadian Standards Association (CSA); or any cause other than a defect in the material or workmanship of the Product itself.

Notwithstanding anything to the contrary in this limited warranty document, the LED module of the Product shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the module do not light.

For a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given in writing within the warranty period. The Company, at our sole discretion, will either repair or replace the defective part or Product at our cost, such repair to occur either onsite or, at our discretion, at our factory (should factory repair be required, Product to be removed at original purchaser’s expense and returned to our facility freight prepaid). In no event will The Company be responsible or liable for any labor costs.

In the event of replacement, the Company shall retain ownership of any items, Product or apparatus removed.

Information and materials about usage that may be reasonably required by the Company in order to determine that the defective materials covered by this warranty were properly used within their specifications shall be provided by the original purchaser.

In order to complete the repairs, replacements or to inspect parts covered by this limited warranty, the Company will require reasonable access for personnel and equipment in all areas where the Products are installed.

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