

**PRICES:**

All orders are subject to pricing and terms of sale in effect on date of shipment and are subject to change without notice by Spectrum Lighting. All orders are subject to federal, city and state taxes; unless appropriate exemption is provided.

**TERMS OF PAYMENT:**

Net - 30 days; 1% discount -10 days from invoice date. Credit will be extended only upon determination of acceptable credit history. A \$35.00 Service Fee will be charged for all returned checks.

**TRANSPORTATION:**

Spectrum may use discretion in routing shipments, and reserves the right to select carrier. If shipment is made per buyer's instructions, Spectrum may charge additional cost.

Shipment of merchandise is always subject to delays due to any conditions beyond the control of Spectrum Lighting including, but not limited to strikes, fires, riots, wars, acts of God, inability to obtain materials or governmental regulations. Spectrum will not be responsible for damage or loss resulting from such delays .

All sales are F.O.B. shipping point. Title passes to purchaser upon acceptance of product by carrier, or customer's agent. If merchandise is delivered damaged or items are missing, a notation must be placed on all papers signed by the receiver. Claim for damage must be made by receiver directly to carrier.

For shipments over \$2000.00 net value east of Mississippi and \$3500.00 west of Mississippi domestic freight will be prepaid by Spectrum Lighting with no charge to customer. Spectrum reserves the right to refuse to make direct shipments outside the buyer's regular service area.

**PACKAGING:**

Method of packaging is at discretion of Spectrum Lighting. Export or special packaging may result in extra charges

**RETURN GOODS:**

Request to return merchandise must be made within 30 days from the date of shipment and may result in restocking fees. Special, made to order or discontinued product may not be returned. An RGA (returned goods authorization) must accompany returned merchandise. Returns must be made freight prepaid within 30 days of the date of RGA.

Spectrum Lighting Inc. warrants the original purchaser of properly installed product to be free from defects in the material and workmanship for up to five (5) years\* from the date of shipment for which the Spectrum Lighting Spec Sheet pertaining to said product contains the "5 Year Warranty" icon. Spectrum Lighting warranty claims are subject and liable to the terms outlined below.

This limited warranty is extended by Spectrum Lighting only to the original end-user purchaser and only for the original installed location. Spectrum Lighting Inc.'s sole responsibility and liability under this warranty will be to, by its own option, replace parts determined to be defective, repair the unit, or replace with product of equal or better performance. This warranty excludes and acts as a disclaimer of liability on any labor claims or back charges for removal/replacement of parts or fixture, loss of revenue, substitute or temporary product, Estimated Ship Date ("ESD") delays, and shipping costs. Where a defective product or component is repaired and/or replaced under this warranty, the balance of the original warranty period shall remain effective. This warranty applies only to product that has been properly handled, installed and maintained according to Spectrum Lighting Inc.'s instructions<sup>1</sup>.

This warranty excludes and is voided by defects resulting from unsupported ambient temperature ranges, improper installation, improper placement of fixtures, construction material or debris, electrical surge, improper electrical supply, fluctuations of electrical current or voltage, electrostatic discharge, corrosive/sulfuric environments, failure to follow applicable electrical codes<sup>2</sup>, natural or induced mechanical oscillation, environmental disasters, tampering or modifications made by any parties other than Spectrum Lighting, fire, animal or insect activity, and vandalism or civil disturbances. Products returned to Spectrum Lighting through warranty claims must bear no markings<sup>3</sup>.

Purchaser must notify Spectrum Lighting Warranty Group (warranty@speclight.com) or registered sales agent ("Spectrum Lighting Representative/Distributor") in writing within sixty (60) days of noticing defect or within sixty (60) days of shipment date for missing items claims. Apparent non-working components or fixtures as determined by Spectrum Lighting Inc. will need to be removed and returned for evaluation in accordance with Spectrum Lighting's warranty claims procedure as outlined below.

All warranty claims, requests, or queries shall be directed to the Spectrum Lighting Representative/Distributor through which the order was originally purchased, or Spectrum Lighting directly (warranty@speclight.com). All parts sent to replace defectives will carry a cost, upon the return of defective material on a Spectrum Lighting issued Returned Goods Authorization ("RGA"), an assessment will be made and credit will be issued if product defect is confirmed. Spectrum Lighting Inc. may, at its discretion, require a Purchase Order ("PO") to ship out materials covered by this warranty. Upon testing and confirmation of product defect, any invoices relating to said PO will be credited and closed by Spectrum Lighting Inc. In cases of fixture repair Spectrum Lighting will issue a "REWORK" RGA for the material to be returned to the factory for testing.

Spectrum Lighting Inc. will not be liable for RGA product lost or destroyed in shipment and waives all responsibility for any packages returned to the factory without clearly marked RGA reference numbers.

For orders containing only parts the warranty period will be up to one year<sup>4</sup> from the date of shipment.

1. Spectrum Lighting Inc. is not responsible for improper material handling/installation due to the absence of instructions. If installation instructions are needed Spectrum Lighting Inc. should be contacted directly (warranty@speclight.com) to provide them.

2. This warranty is void if product is found to have been installed and operated in violation of the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL) or with Spectrum Lighting Inc.'s instructions and guidelines, as well as applicable state and local codes.

3. Normal mechanical/cosmetic wear and tear typical of fixture environment is not covered by this warranty. Exterior or mechanical damage that is not due to an applicable warranty defect not be covered. An LED defect is considered when fixture falls below 70% of published luminous flux. L70 Luminaire lifetime defines this when at least 10% of the discrete LED sources (diodes) fail to illuminate. Accumulation of particulates on optical surfaces will not be factored into determining lumen depreciation.

4. Spectrum Lighting Inc. will not be held liable or responsible for replacement or procurement of obsolete material/parts/items beyond the warranty period of the original order. Please contact factory for pricing and availability on new product that may be available to retrofit into obsolete fixtures.

\*5 Year Limited Warranty applies only to select spec sheets displaying the "5 Year Warranty" icon. Standard spec sheets use our 3 Year Warranty.

