



# BESSER LIGHTING

**STATEMENT OF 10 YEAR LIMITED WARRANTY  
FOR BESSER ENERGY SAPI DE CV  
LED INDUSTRIAL AND COMMERCIAL PRODUCTS  
FOR SHIPMENTS WITHIN THE UNITED STATES, CANADA AND  
MEXICO  
01/01/17**

## **WARRANTY:**

This warranty applies to products marked with a 10-year limited warranty on their specification sheet or if the Purchaser extended the standard warranty to a 10-year limited warranty. Besser Energy SAPI de CV with its brand Besser Lighting® (BL) has the commitment to provide quality LED lighting fixtures, free from defects in materials and workmanship which arise under proper and normal use and service for a period of 10 years or 50,000 hours of operation.

This document sets out the warranty policy of the Besser Lighting ("BL") organization from which you ("Purchaser") purchase your professional luminaires. This policy is applicable only to Besser Lighting branded professional luminaires ('Products'). This warranty does not cover: any third party manufactured Products attached to the Products, inserted in the Products or added to the Products network such as sensors, batteries, power supply, photocells or wireless controllers, all of which are covered by the applicable warranty (if any) of the company that manufactured the aforementioned Products.

## **WARRANTY PERIOD:**

The warranty period starts on the date of invoice. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate. This warranty policy is only valid when products are properly installed and operated in application conditions as specified in the product datasheet. Purchaser receives this 'standard warranty' by default. On request, an 'extended warranty' or 'customized project warranty' can be agreed after evaluation of the specific application conditions. Purchaser shall not rely on any other information or documentation.

## **TERMS AND CONDITIONS:**

This Limited Warranty is VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of BL; if any components are replaced with components of other manufacturers; or if the Product is operated outside the specified electrical values or is subject to abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation in environmental conditions (e.g., ambient temperature) outside normal specified operating range. BL shall not be responsible for any failure of Products that result from external causes, including, but not limited to, acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by BL; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of BL; 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), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick), Mexico (NOM); or any cause other than a defect in the material or workmanship of the Product itself; or any other occurrences beyond BL's reasonable control. BL also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to BL upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s)

required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of BL supplied Product(s) caused by a third party supplied component.

**PROTECTION FOR THE PURCHASER:**

If the Product(s) fail to comply with the terms of this Warranty, BL, at its option, will (i) repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s) F.O.B. BL's Factory, (ii) provide a free replacement Product or replacement parts F.O.B. BL's Factory in , (iii) refund or partial refund of Product(s) or replacement parts. This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. The replacement or repaired Product is warranted for the remainder of the original warranty period. If 80% of the warranty period has been covered, BL reserves the right to charge costs associated with labor and parts.

**WARRANTY MANAGEMENT:**

This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location.

Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized BL post-sales, customer service representative (warranty@besserenergy.com) or an authorized BL Lighting Specialist. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by BL, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized BL post-sales, customer service representative (warranty@besserenergy.com) or an authorized BL Lighting Specialist. BL is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to BL and expense incurred in connection with shipment of replacement Product(s) to the customer.

BL reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.