

Fluorescent Luminaire Limited Material Warranty

Electronic Ballasts, Lamps, Occupancy Sensors and Photo Controls

Electronic Ballasts are provided from Advance, General Electrical, Osram Sylvania and Universal. The ballast will carry a three year or five year limited warranty depending on the brand and ballast model. Each manufacturer has its own ballast warranty policy, details of which can be provided specific to your order. In general and for routine failures, these warranties are limited to replacement material and a small labor allowance. One or more of the manufacturers listed above offers a service where you may register your project for warranty service.

If you purchased fixtures factory lamped, Envirobrite supplies Philips, General Electric, or Osram Sylvania product as a standard. While lamps are perishable items, these products may be registered for limited material warranties direct with the manufacturer.

Occupancy Sensors and Photo Controls are provided from Wattsopper, Sensorswitch, or Leviton. These products, like the electric ballasts, carry a three to five year limited material warranty direct from the component manufacturer.

Fixtures

Envirobrite warrants the fixture to be free from manufacturing defects for a period of one year, expressly limited to replacement of the defective fixture or component, and specifically excluding replacement labor costs. Enhanced aluminum reflectors are warranted against cracking, peeling, and delaminating for a period of 25 years. Lenses and sockets are perishable items and are not warranted.

General

The vast majority of projects are smooth and the products perform to the users expectations. On the rare occasions where failures outside of the expected failure curve are experienced, Envirobrite will work with the component manufacturer on your behalf to see that it is resolved to your satisfaction.

Envirobrite supplies components from reputable, established manufacturers so that you can feel secure your product is backed by manufacturers that are financially able and motivated to successfully resolve warranty issues. Each of the electronic components used in Envirobrite products comes with a warranty directly from the component manufacturer. Envirobrite does not supplement or indemnify the warranty provided by the component manufacturer relative to the warranty. If desired, Envirobrite will act as a liaison to the component manufacturer and assist in addressing warranty issues.

Solid State Luminaire Limited Material Warranty

Limited Warranty (“Warranty”)

Subject to the exclusions set forth below, Envirobrite warrants its commercial light emitted diode (LED) fixtures, including the LED arrays, the LED drivers and integral control devices (“Product(s)”) to be free from defect in material and workmanship for a period of five (5) years from the date of shipment of such Products to the original purchaser or original end user, as specified in Envirobrite shipment documents for each Product(s). The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 10% or more of the individual LEDs in the Product(s) fail to illuminate. Envirobrite warrants to the original end user the fixture finish for a period of 5 years from date of shipment. During the Warranty period some staining, chalking or fading may occur. This is normal aging of the finish and is not a manufacturing defect, therefore it is not covered by 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.

Exclusions

This Warranty applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the Product Specification. Envirobrite will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as:

- 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 Envirobrite
- 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, use of Product(s) with products, processes or materials supplied by any end user or third parties, or any other occurrences beyond Envirobrite reasonable control.

In addition, Envirobrite 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 Envirobrite upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. 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 Envirobrite supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. This Warranty is not applicable to any product(s) which are not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters’ Laboratory, Inc. (UL), or the standards for the American National Standards Institute (ANSI), and with Envirobrite instructions and guidelines for the Product.

Remedy

If the Product(s) fail to comply with the terms of this Warranty, Envirobrite, at its sole option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). Specifically, Envirobrite will repair the Product, replace with a similar or like product, or issue a credit to the Purchaser which may be used for a future Envirobrite product purchase (the amount of such credit shall be calculated by Envirobrite at its sole discretion). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. 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. This Warranty may not be transferred or assigned by the original end user. The repair, issuing of future purchase credit or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Envirobrite post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Envirobrite, but no Product(s) or component part(s) will be accepted for inspection, verification or returned unless accompanied by a "return authorization number" which can be obtained only from an authorized Envirobrite post-sales or customer services representative. Envirobrite is not responsible for any costs and expenses incurred in the connection with shipment of Product(s) to Envirobrite, but Envirobrite shall bear all costs and expense incurred in connection with shipment of replacement Product(s) or components to the Purchaser.

Limitation of Liability

The total liability of Envirobrite on any and all claims of any kind whether in contract, warranty, tort (including negligence), strict liability or otherwise arising out of or in connection with, or resulting from Envirobrite performance or breach of this Warranty, or from Envirobrite sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any service, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above. IN NO EVENT SHALL ENVIROBRITE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

No Other Warranties

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ENVIROBRITE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ENVIROBRITE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ENVIROBRITE.

Right to Modify or Discontinue Warranty

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