

clairage ON LIGHT

LIMITED WARRANTY
TERMS AND CONDITIONS

160-2150 PIERRE-LOUIS LE TOURNEUX
BELOEIL (QUEBEC) • J3G 0R5 • CANADA
TEL. : 1 844 864 1212
FAX : 1 450 464 1214
ADMIN@ONLIGHT.CA

1. LIMITED WARRANTY

Eclairage On Light warrants to the first end-user purchaser only, that its lighting fixture products (hereinafter called « product » or « products ») will be free from defects in material and workmanship for the specified warranty periods listed below (section 2).

If a product fails to operate in accordance with this warranty, Eclairage On Light will provide free replacement of the failed product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below (section 3).

2. WARRANTY PERIODS

All warranty periods are measured from the date of manufacture as listed on the CSA certification sticker (nameplate) on the Product. The applicable warranty period is listed below as :

- Products ATTO 5 years
- Products NANO 5 years
- Products MICRO 5 years
- Products CARDA 5 years
- Products POLAR 5 years
- Products KOOLED 5 years
- Products PRACHT 5 years

All replaced or repaired products are covered by the same warranty period starting from the date of manufacture (as listed on nameplate) of the Product purchased originally and not from the date it was repaired or replaced.

3. TERMS AND CONDITIONS

This Eclairage On Light limited warranty is only applicable to the first end-user purchaser and is non-transferable. It excludes providing access to deemed defective products (scaffolding, lifts, etc.), and incidental or consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.

No sales agent and/or distributor is authorized to change, modify or extend the terms of the limited warranty on behalf of Eclairage On Light.

This limited warranty is conditional and does not apply to:

- *Damages or failures resulting from a mishandling.*
- *Any Product not installed in accordance with Eclairage On Light's instructions & guidelines.*
- *Any Product not installed in accordance with the current Canadian Electric Code (CEC) in Canada or the current National Electric Code (NEC) in the USA or not operated in accordance with Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI) and/or the Canadian Standards Association (CSA).*

- *Products which have been installed in abnormal operating conditions (such as but not limited to: damp/wet location applications, dirty or corrosive environment, insulated or fire-rated ceiling applications, excessive temperature applications ($\leq 0^{\circ}\text{C}$ or $\geq 35^{\circ}\text{C}$ ambient) or subjected to power surge, under voltage/overvoltage conditions or lightning) unless they have been designated by the manufacturer as having been expressly designed for that purpose.*
- *Any overstained, altered, improperly or insufficiently maintained/operated products.*
- *Products on which the identification plates (stickers) are unreadable (in part or in whole), have been altered or removed.*

All warranty claims within the applicable warranty period have to be reported in writing (refer to Return Authorization Form and Procedures in section 4) directly to Eclairage On Light's customer service department.

Purchaser must obtain a Return of Goods Authorization (RGA) number prior to returning any material. Failing to do so, Eclairage On Light reserves the right to refuse the returned package.

Purchaser is responsible for all shipping charges from his premises to Eclairage On Light's Head Offices for deemed defective products. Purchaser is also responsible to properly wrap and package returned products. Eclairage On Light will deny any responsibility for shipment damages upon return.

Purchaser is responsible for costs and expenses (including labor for any removal or reinstallation activities) related to Product replacement.

An Eclairage On Light representative or a person dispatched by Eclairage On Light must, when necessary, have access to the deemed defective Product and be authorized to attend any onsite testing to assess if the product is defective as per this limited warranty statement.

After the evaluation period, Eclairage On Light shall determine to its satisfaction if the product failed to satisfy this limited warranty, the decision being final, without appeal and binding on all parties.

Eclairage On Light will evaluate and repair or replace the products or the defective parts thereof. No credit will be issued.

Returned Products covered by this limited warranty will be returned to customer's premises only.

Eclairage On Light will return Products covered by this limited warranty using its preferred shipping method and will cover the shipping charges only.

Should a returned product not be covered by the warranty, the purchaser will have the option to recuperate the product (repaired or not) but will be responsible of all shipping related charges from Eclairage On Light's Head Offices to the purchaser's premises.

When the deemed defective product/part is replaced by Eclairage On Light, all defective products/parts becomes Eclairage On Light's property.

Should a customer decide not to recuperate returned products or refuse to pay for shipping related charges (when not covered by the warranty), all products/parts immediately become Eclairage On Light's property.

4. RETURN GOODS AUTHORIZATION (RGA) FORM AND PROCEDURES

Purchaser must obtain a Return of Merchandise Authorization (RGA) number prior to returning material. Failing to do so, Eclairage On Light reserves the right to refuse the returned packages.

- A) *Complete the RGA form in details and send it to our customer service department by e-mail admin@onlight.ca. Please join any pictures you deem pertinent to the evaluation of the returned material.*
- B) *A customer service agent will be confirming reception of your demand within 48 business hours.*
- C) *Should we need more information after reviewing your demand, an agent will be contacting you.*
- D) *Make sure to wait for an agent to issue an RGA number and instructions before sending any material back.*
- E) *Should you want to follow-up or add some details to your demand, please make sure to always refer to the RGA number you obtained.*

The logo for Eclairage ON LIGHT features a stylized red 'E' symbol to the left of the text 'clairage ON LIGHT' in a bold, sans-serif font.

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