

## Tactik Lighting, LLC

3115 N 21st St, Suite 2 Sheboygan, WI 53083

## GUARANTEE PLAN FOR DEALER/DISTRIBUTOR TERMS & CONDITIONS

This 10-year limited warranty, described below, is provided by TACTIK LIGHTING, LLC ("SELLER") to you as the original purchaser of the LED lighting product that is identified on the Seller's invoice reflecting its original purchase ("PRODUCT"). The Seller is Tactik Lighting, identified as such on the invoice. This limited warranty may be transferred to subsequent purchases of the Product, provided that such Product is resold in new condition and is in its original packaging. The Seller warrants from the original purchase date, that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship provided that once the fixture is received it is stored and/or operated at or below its specified ambient temperature.

Determination of whether the Product is defective shall be made by the Seller, in its sole discretion, with consideration given to the overall performance of the Product. A Product SHALL NOT be considered defective solely as a result of the failure of the individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product. If the Seller determines the product to be defective, the Seller will elect in its sole discretion to refund you the purchase price of the Product, repair the Product, or replace the Product.

This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage, or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance, or environmental instructions prescribed by the Seller or applicable electrical codes; or improper service of the Product performed by someone other than the Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. The Seller shall have no responsibility 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.

THIS LIMITED WARRANTY IS VOID IF THE PROUCT IS NOT USED FOR THE PUPROSE FOR WHICH IT IS DESIGNED. The Seller reserves the right to utilize new, reconditioned, refurbished, repaired, or re-manufactured products or parts in the warranty, repair, or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by the Seller in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, you must notify the Seller in writing within sixty (60) business days after your documented discovery of the defect, provide proof of purchase (such as the invoice) and comply with the Seller's other warranty requirements. Upon receiving that notice, the Seller may require you to promptly return the Product to the Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to:

Tactik Lighting Attn: Client Services 3115 N 21st Street, Suite 2 Sheboygan, WI 53083

## Warranty exclusions:

- 1) A five (5) year warranty applies to the following products Garrison Series LED's
- 2) A seven (7) year warranty applies to the following products Extreme Ambient Pro LED's.
- 3) Products sold by Tactik Lighting, but manufactured by 3rd parties will receive warranty coverage based on the original equipment manufacturer's independent warranty policy only. Including, but not limited to, the following products: Panel Lights, LED Linear Vapor Tights, Exterior Area LED Lights, and Wall Pack LED's, Linear High Bays, Linear Retrofit Kits, Bay Light LED's, TLED's, screw in bulbs, Troffer lights, photocells, motion sensors and lenses, drivers (sold separately from the Product), battery backups, and remote controls.

IN NO EVENT SHALL THE SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. THE SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO THE SELLER FOR THAT DEFECTIVE PRODUCT(S).

For warranty claims, please visit <u>tactiklighting.com/warranty-information/</u> to submit an online claim form. For additional information, please contact Tactik Lighting Client Services at 920-287-3840 or sales@tactik.com.