

Amerlight, LLC 10 Year LED Limited Warranty

Amerlight, LLC. ("Amerlight") warrants for the Warranty Period, with the limitations below, to the first user that all Products manufactured by Amerlight, when properly installed and maintained under normal service, are free from Defect in material and workmanship. The Products covered by this warranty are products manufactured by Amerlight in the USA that incorporate LED lighting arrays using Amerlight's technology and that are manufactured and used for purposes of roadway lighting, street signage, parking structure or parking lot lighting and area lighting.

The LED Warranty Period for LED(s) begins on the date of manufacture of the Product stamped on the Product and ends ten (10) years thereafter. A Defect in the LED lighting arrays will be deemed to exist in a Product only if either (a) there has been a greater than 40% degradation in light output over the Warranty Period.

LIMITATIONS OF WARRANTY

1. This Warranty applies only to Products used in North America.
2. This Warranty does not apply to parts or assemblies that have been subjected to abuse, misuse, improper installation, abnormal service, accident, fire, improper repair or maintenance, tampering or abuse nor to parts or assemblies that have incurred extraordinary weather conditions. In particular, but without limitation, this Warranty does not apply if the Product or LED array fails by reason of hurricane, tornado, malicious destruction, criminal activity, flood, lightning, acts of terror, earthquake, acts of God and Force Majeure.

EXCLUSIVE REMEDY

Amerlight's sole liability under this Warranty is limited to the repair or replacement (at Amerlight's option) of the defective exterior finish, housing and heat sinks, lens. Power Supplies specifically are warranted for seven (7) years under the criteria supplied by their manufacturer. The LED(s) array are warrantied for 10 years. Under no circumstances will Amerlight be responsible for any other loss or expense whatsoever, including but not limited to charges or claims for labor, lost business, lost time, lost profits, loss of use or any kind of incidental, consequential or punitive damages, however denominated or described.

EXCLUSION OF ALL OTHER WARRANTIES

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

PROCEDURE FOR CLAIMS

Any person desiring to make a claim under this Warranty shall promptly notify Amerlight in writing, addressed to:

Warranty Claims Department

Amerlight, LLC.

9200 Petersberg Rd

Evansville, IN 47725

If Amerlight desires to examine the Product prior to disposition of any claim, Amerlight will specify a destination to which the claimed defective Product should be shipped, freight prepaid. In any event, the user will not dispose of the claimed defective Product until the claim has been resolved.

Upon receipt of the claimed defective Product, Amerlight will undertake such examinations of the Product as it deems necessary or desirable. If Amerlight concurs that the Product incurred a Defect within the Warranty Period, Amerlight will repair or replace the Product and return it, freight prepaid.

Amerlight may request from the user installation, maintenance and repair records related to the claimed defective Product. If such records do not show that appropriate installation, maintenance or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the user. If the Product reviewed by Amerlight does not meet the requirements of the Warranty, Amerlight will so notify the user and the user will promptly notify Amerlight that either (a) Amerlight is to repair or replace the Product at the user's cost, with the return to the user being freight collect; or (b) that Amerlight is to dispose of the Product at the user's cost.