



Limited Warranty

This Limited Warranty of Products (this “Warranty”) applies to both Diode LED and Elemental LED products.

Elemental LED, Inc., and its manufacturing and wholesale division, Diode LED (together referred to as the “Company”), warrant their products (i) to meet the performance criteria outlined in the product specifications, and (ii) to be free from manufacturing defects in material and workmanship for the stated Warranty period, subject to the terms provided in this Warranty. The product specifications and applicable Warranty periods are contained in the product specification sheets (“Product Specification Sheets”) posted at www.ElementalLED.com and at www.DiodeLED.com. The Warranty contained herein only applies to Company products purchased after April 1, 2018 by the original purchaser.

Terms and Conditions

The Company will, in its sole discretion, (i) repair any product, (ii) provide a replacement, or (iii) elect to reimburse the amount of the original purchase price. The Company shall not be responsible for any other expenses resulting from a Warranty claim, such as shipping, labor or other costs or expenses to remove, repair or install any defective, repaired or replaced product.

This Warranty is valid and applies only when the Company’s products are (i) properly utilized for their intended purpose as provided in the Product Specification Sheets, and (ii) properly configured, wired and installed in accordance with the Product Specification Sheets, building codes, and the latest National Electrical Code (NEC) and applicable UL Safety Standards. This Warranty applies only to the original installation of Company’s products by the original purchaser and is not transferrable.

The Warranty period begins on the date of original shipment; if a product is replaced or repaired under this Warranty, the period does not start over, but the Warranty period for the replacement product maintains the Warranty period of the original product. Please refer to the Product Specification Sheets for all applicable Warranty periods. Where a period is not stated, the Warranty period is five (5) years. The only exceptions to the five-year Warranty period are as follows:

- Power Supplies - five (5) years with no more than 10 consecutive hours of use during a 24-hour period.
- LED Linear Tape and Strip Lighting – twelve (12) years with no more than 10 consecutive hours of use during a 24-hour period. Excluding **INFINILINE®**, **HYDROLUME®**, **NEON BLAZE™**, **BLAZE™ BASICS** and **DAZZLE® Accent** product families which each have a five (5) year Warranty.
- **AlphaTECH™ Linear LED Lighting** – five (5) years with no more than 10 consecutive hours of use during a 24-hour period.
- **ETERNALUX™ Light Bars** – fifty (50) years with no more than 10 consecutive hours of use during a 24-hour period.

Lighting technology has some amount of gradual light degradation (output and/or color) over the life of the products. The Company’s products are designed to minimize degradation, but some light degradation and color shift is a normal part of the life span of any LED lighting system. In the event the Company replaces a product under this Warranty, we cannot guaranty that the color temperature or light output of the new product will match the previously purchased and/or existing installed product.

Disclaimer of Warranty

THE COMPANY MAKES NO OTHER WARRANTIES OTHER THAN THOSE SET FORTH IN THIS WARRANTY, AND THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT, EXCEPT AS PERMITTED UNDER APPLICABLE LAW. THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE PRODUCTS OR FOR ANY OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF PROPERTY, PERSONAL INJURY, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS. COMPANY'S SOLE LIABILITY WITH RESPECT TO DEFECTS, AT COMPANY'S OPTION, IS FOR REPLACEMENT, REPAIR OR REFUND, NOT TO EXCEED THE ORIGINAL COST, OF THE DEFECTIVE PRODUCT.

No person or entity is authorized to make any other warranties, express or implied, relating to Company's products, including but not limited to any Company employees, contracted sales people or customer service representatives; designers or specifiers; engineers or architects; electricians or installers; and retail or wholesale locations selling the Company's products. No modification of this Warranty is allowed without the express written approval of the Company's president.

This Warranty does not apply to any of the following situations:

- Products that have been improperly modified, adjusted or repaired after leaving Company's premises
- Products that have been subjected to misuse, mishandling, misapplication or accident
- Products that are damaged due to improper configuration, design and/or layout
- Products that are damaged due to improper installation or connection
- Products used in an inappropriate location or in environmental conditions (temperature, humidity, moisture, etc.) outside the normal specified range
- Products used in connection with any components, devices or systems other than those explicitly approved as compatible with Company's products and listed on Company's website
- Electrical power surges and spikes
- Damage from lightning, high winds, hail, flooding, tornado, fire or other "acts of god"
- Products that have been used in any manner or for any purpose that is not consistent with Company's Product Specification Sheets.

Exceptions to Product Modification Restriction

Lead wire modifications to Company's lighting products are not warranted, except where connector plugs have been trimmed from lead wires for hard-wired installation of the following low-voltage products, only:

- Any Diode LED 12V and 24V LED Tape Light
- Any Diode LED 12V and 24V Wet Location LED Strip Light
- DAZZLE® DMX 5V LED Strip Light
- PURALIGHT® 12V LED Light Module
- TRUE FOCUS™ 12V LED Light Bars
- SUNRISE® 12V LED Light Bars
- CASCADE® 12V LED Light Bars
- TRIANT® 12V LED Puck Lights
- SPOTMOD® 12V Dimmable LED Fixtures
- SPOTMOD® Recessed Gimbal 12V LED Fixtures

These products will remain under Warranty after connector plugs have been trimmed, so long as they have been properly installed in accordance with national and local electrical codes and as otherwise provided in this Warranty.

Consumer's Acknowledgement

Purchaser acknowledges and agrees that the Company stands behind its products when they are used properly and according to Company's specifications. By purchasing the Company's products, the purchaser acknowledges and agrees that lighting design, configuration and installation is a complex process, wherein seemingly minor factors or changes in layout and infield adjustments can have a significant impact on an entire system. Choosing the right components is essential. The Company is able to work with the original purchaser to make an appropriate product selection to the extent of the limited information that the customer can provide, but it is virtually impossible for the Company to design a system that foresees every unknown factor. For this reason, this Warranty does not cover problems caused by improper design, configuration or installation issues. Any statement from a Company employee or agent regarding a customer's bill of goods and/or purchase order is NOT an acknowledgement that the products purchased are designed and configured correctly. The purchaser agrees and acknowledges that it is the customer's responsibility to adhere strictly to all information contained in the Product Specification Sheets.

Purchaser acknowledges and agrees that there is often more than one way to design, configure and layout an LED lighting application properly to achieve the same lighting effect. Company strongly recommends that licensed professionals be used in the design and installation of lighting systems that include the Company products. The specifications include important information that a designer and installer should carefully review and strictly follow. Qualified designers and certified and/or licensed installers, with access to the final installation environment, customer goals, and the Company product specifications can make the requisite decisions appropriate for a successful finished lighting application.

Purchaser acknowledges and agrees that lighting technology has some amount of gradual light degradation (output and/or color) over the life of the products. The Company's products are designed to minimize degradation, but some light degradation and color shift is a normal part of the life span of any LED lighting system. In the event the Company replaces a product under this Warranty, purchaser acknowledges and agrees that Company cannot guaranty that the color temperature or light output of the new product will match the previously purchased and/or existing installed product.

PURCHASER ACKNOWLEDGES AND AGREES THAT ELEMENTAL LED RESERVES THE RIGHT TO AMEND ITS LIMITED WARRANTY POLICY AT ANY TIME BY POSTING ANY SUCH AMENDMENT ON ITS WEBSITE FOUND AT www.elementaled.com. ANY SUCH AMENDMENT WILL TAKE EFFECT ONCE SUCH AMENDED TERMS HAVE BEEN POSTED, AND SHALL THEREAFTER APPLY TO ALL ORDERS RECEIVED FROM YOU THEREAFTER.

Return of a Defective Product/How to Make a Warranty Claim

In the event that the original purchaser wishes to make a claim under this Warranty, the original purchaser must contact Company's Customer Service Department at (877) 817-6028 or info@DiodeLED.com or info@ElementalLED.com as applicable, to request a Return Merchandise Authorization ("RMA"). The original purchaser must promptly submit the completed RMA form to Company, including proof of date of purchase. Once Company reviews the RMA and determine the claim is within the scope of the Warranty, Company will either instruct the original purchaser to return the defective product to Company's offices or another location, or Company will send a representative to the location where the defective product is installed so Company can inspect it. Failure to follow this procedure will void this Warranty.

The Company reserves the right to examine the installation site and examine and test all products under claim of Warranty to evaluate proper configuration, design, layout, installation and usage; determine the cause of failure; and make a determination whether the product is covered under this Warranty. If Company determines, in Company's sole discretion, that the claim is within the terms and conditions of this Warranty, Company will either repair the product, provide a replacement product, or remit a cash or credit refund.