

—The Outdoor Lighting Professionals



# COMMERCIAL WARRANTY

Commercial Lighting
Fixtures & Transformers

NL Manufacturing & Distribution Systems, Inc. ("NiteLites") takes great pride in the workmanship and craftsmanship of our low voltage lighting systems. Because of the care we take in manufacturing and installing our systems, we offer the following warranty:

### What is Covered

This warranty covers any defects in materials or workmanship in lighting fixtures and transformers sold by NiteLites and installed at a commercial property after December 31, 2006, with the exceptions stated below. "Commercial property" means real property other than an owner-occupied single-family residence.

## **How Long Coverage Lasts**

For Lighting Fixtures: This warranty lasts for 5 years after you purchased the product, or until the original purchaser sells the real property on which the product is installed, whichever occurs first.

For Transformers: This warranty lasts for 10 years after you purchased the product, or until the original purchaser sells the real property on which the product is installed, whichever occurs first.

For Solar Systems: This warranty lasts for 5 years after you purchased the product, or until the original purchaser sells the real property on which the product is installed, whichever occurs first. Batteries are not covered. The battery manufacturer is responsible for the battery warranty.

### What is Not Covered

This warranty does not cover:

- lamps or light bulbs
- any product on which the original identification information has been altered, obliterated or removed
- damage or failure caused by accidents, abuse, neglect, or improper use or maintenance of the product, improper installation, natural disaster (such as fire, flood, lightning, hurricanes, or tornadoes), insufficient or excessive electrical supply, use not in conformity with our recommended capacities, or abnormal mechanical or environmental conditions
- any product that has been sold as used or second-hand

- service or labor charges or other expenses to remove or replace any product
- any product installed or used at an owner-occupied single-family residence
- any product that has been re-sold contrary to U.S. export regulations
- normal wear and tear
- each NiteLites product is individually made by hand. Because each product is unique, small surface variations are considered normal and are not covered under this warranty.
- any damage caused by fertilizer, herbicide, or other landscape chemicals
- any damage or failure covered by insurance

This warranty is void if the product is disassembled, altered, or modified. This warranty is not transferable and only applies to the original purchaser of the product. This warranty does not cover incidental or consequential damages (some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply). The implied warranties of merchantability (an unwritten warranty that the product will do what it is supposed to do and that there is nothing significantly wrong with it) and fitness for a particular purpose (an unwritten warranty that the product can be used for a specific purpose) are also limited to 5 years (for lighting fixtures) and 10 years (for transformers) after you purchased the product, or until the original purchaser sells the real property on which the product is installed, whichever occurs first. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

Each NiteLites product is individually made by hand. Because each product is unique, small surface variations are considered normal and are not covered under this warranty.

# What NiteLites Will Do

Subject to the limitations above, NiteLites will repair, refinish, or replace (at our option) any covered product that proves to be defective in materials or workmanship. We have the right to replace the product with a new product of similar composition, capacity, and price.

### **How To Get Service**

In order to be eligible for service under this warranty you MUST complete a warranty registration within 90 days after you purchased the product. You may register the NiteLites system online at www.nitelites.com/contact-us/warranty-registration/.

To obtain warranty service, contact the authorized NiteLites® dealer or franchisee from which you purchased the product. A lighting technician will come to your property to obtain the fixture in question (service fees may apply). Typically, you must provide a detailed description of the problem, proof of purchase, and your name, address, and telephone number. The returned product will become our property. If we determine that the product is covered by this warranty, we will repair, refinish, or replace it, at our option, within 60 days after we receive it.

# **How State Law Applies**

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

THIS WARRANTY IS EFFECTIVE FOR PRODUCTS PURCHASED AFTER DECEMBER 31, 2006.



www.NiteLites.com