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## **Tivoli Inc. (Tivoli) – (5 Year) LIMITED WARRANTY LED Products and Accessories – “Exception - Flex Direct and Power Supplies\*”**

Tivoli warrants to the original purchaser (the "purchaser") only, that the product that is the subject of this sale, (a) conforms to the manufacturers published specifications and (b) is free from defects in materials and workmanship.

**TIVOLI LED Products** are warranted to be free from manufacturer defects or defects on workmanship for a period of (5) five years from the original date of purchase based on a maximum of 12 hours of use per day at the products specific input voltage and used in accordance with the installation guide and/or user instructions and power supplies specified and provided by Tivoli.

If Tivoli determines that the Product is defective, Tivoli will replace or repair the Product.

**REPLACEMENT OR REPAIR IS OUR SOLE WARRANTY OBLIGATION AND IS IN LIEU OF ALL OTHER REMEDIES. ALL IMPLIED WARRANTIES END 5 YEARS AFTER DATE OF PURCHASE AS REFLECTED ON A TIVOLI INVOICE. LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS EXCLUDED.**

This limited warranty does not apply to loss or damage to the Product caused by: negligence, misuse, mishandling, abuse, improper installation, storage or maintenance, vandalism, civil disturbances, power surges, improper power supply, electrical current fluctuations, corrosive environment installations, induced vibration, harmonic distortion, oscillation and or resonance associated with movement of air currents around the Product, alteration, accident, failure to follow installation instructions, operating, maintenance or environmental parameters prescribed by Tivoli or applicable electrical codes, improper service of the Product performed by someone other than Tivoli or its authorized service provider, or damage due to fire or acts of God. **THIS LIMITED WARRANTY EXPRESELY EXCLUDES FIELD LABOR AND/OR SERVICES CHARGES RELATED TO REPAIR OR REPLACEMENT OF PRODUCT. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Tivoli reserves the right to use new, refurbished, reconditioned, or repaired products or parts in the warranty repair or replacement process that will be comparable in function and performance to an original product or part, as determined by Tivoli in its sole discretion, and warranted for the remainder of the original warranty period.

Warranty claims must be made to Tivoli in writing within (14) fourteen days after the discovery of the defect. Proof of purchase such as the invoice or Proof of Purchase on packaging must be presented at time of claim, and comply with Tivoli's other warranty requirements. Upon receiving that notice, Tivoli may require you to promptly return the Product to Tivoli, or its authorized service provider, freight prepaid.

For warranty service evaluation a Return Goods Authorization number (RGA/TICKET#) must be obtained by filling out the online form located on the "Contact Us" page via Tivoli website ([www.tivolilighting.com](http://www.tivolilighting.com)) and click the support button and complete the small form. Packages returning without the RGA/TICKET# printed clearly on the outside carton or documentation may be refused. Warranty service requiring the return printed clearly on the outside carton or documentation may be refused. Warranty service requiring the return of any product to Tivoli, the product must be returned to Tivoli in its original shipping container, or an equivalent

container that properly provides a high depth of cushioning and protection from rough shipping conditions. Under no circumstances will Tivoli honor any warranty service on damage deemed to have been caused by the shipping company by insurance agent or official.

The purchaser will be solely responsible for all shipping to Tivoli and/or customs (if applicable) associated with warranty returns. If the return is declared to be under warranty by Tivoli, Tivoli will return the replacement product to the purchaser using normal ground or economy shipping at no cost to the purchaser. If the purchaser so desires the replacement product to be returned from Tivoli in an expedited fashion the difference between economy freight and the desired expedited service will be the sole responsibility of the purchaser. Tivoli will insist that the returned product be insured for the total value of the product unless a hold harmless waiver is signed and submitted to Tivoli prior to shipping. Insurance costs will be the responsibility of the purchaser.

#### **LIMITATIONS OF WARRANTY**

This non-transferable warranty applies only to the original Purchaser in the country of Purchase. Tivoli does not authorize anyone to make a warranty of any kind on its behalf and Purchaser should not rely on anyone making such statements. The Tivoli Warranty shall cover LED products sold to Purchaser by Tivoli in terms of this agreement. Warranty can only be claimed for LED module failure when >10% (greater than ten percent of the total LEDs within any given run or section occurs. **\*Power supplies are warrantied in accordance with the warranty of the manufacturer other than branded Tivoli power supplies and controls.**

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

Some states do not allow limitation on how long any implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Warranty terms and conditions are subject to change without notice.