

Warranty and Limitations

Aside from the exceptions noted below, Kichler® Lighting warrants that Landscape Lighting Products whose model numbers begin with the numbers "15" will be free from defects in material and workmanship for one (1) year from the date of purchase by the Original Purchaser. The exceptions are:

Low Voltage Outdoor Products Design Pro LED used for single family residences are warranted for fifteen(15) years or 40,000 hours, whichever comes first, on the Light Engine and all other electrical components. The warranty for these same Products for commercial use is ten (10) years or 40,000 hours, whichever comes first, on the Light Engine and all other electrical components.

Low voltage landscape lighting fixtures with brass, copper and stainless steel housings, and the product exterior finishes on them are warranted for fifteen (15) years. Low voltage landscape lighting fixture housings made of brass or of copper do naturally patina in color which is not a defect.

Low voltage landscape lighting aluminum housings and the product exterior finishes on them are warranted for five (5) years.

The electrical components of transformers, excluding timers and photocells, are warranted for normal use for as long as the Original Purchaser owns the Product as also are Stainless Steel transformers' exterior finishes. Painted transformers' exterior finishes are warranted for 10 years. HID ballasts are warranted for two (2) years. Non-LED Light bulbs carry no warranty.

To replace a Product that has a warranted defect, the Original Purchaser shall return any allegedly defective parts or Products to the authorized Kichler® distributor the Product was purchased from with PROOF OF PURCHASE, Original Purchaser's name, return address, and a description of the claimed Product defect.

If any of the warranted Products are found by Kichler Lighting, in its sole discretion, to be defective, such Products will, at Kichler Lighting's sole option and cost, be replaced, repaired or refunded less an amount directly attributable to Original Purchaser's prior use of the Product. Kichler Lighting will return the repaired or replaced Product prepaid freight. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced Product.

The parties hereto expressly agree that Original Purchaser's sole and exclusive remedy against Kichler Lighting shall be for the repair, replacement, or refund of defective Products as provided herein. This warranty extends only to Product ownership by the Original Purchaser; is not transferable whether to heirs, subsequent owners, or otherwise; and is void if the Original Purchaser ceases to own the Product.

This warranty does not apply to any Products that have been subjected to misuse, mishandling, misapplication, connected voltage at more than 5% above standard North American Voltage, unusual use (including but not limited to use in an environment where the annual average operating ambient temperature is below zero or above 35 degrees Celsius), neglect (including but not limited to improper maintenance), accident, acts of god such as high winds. improper installation or care, failure to follow the Product's written instructions for normal use and care, improper packaging of Products returned to Kichler Lighting, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair. Significant Product exposure to chemicals, harsh cleaners, salt water or salt air will void any and all warranties on exterior finishes. This warranty only applies when all components, including transformers, have been provided by Kichler. Substituting another manufacturer's product will render the warranty completely void .

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR INFRINGEMENT. ORIGINAL PURCHASER SHALL IN NO EVENT BE ENTITLED TO, AND KICHLER LIGHTING SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS.