



LED PRODUCT

5 YEAR LIMITED WARRANTY

1. Helios Lighting, Inc (“Helios”) warrants the LED Engine and Driver of properly installed Helios products to be free of defects in material and workmanship in normal use for a period of five (5) years from the date of shipment from the factory.
2. A Helios product will be considered defective if it fails to operate in accordance with the performance specifications set forth in the documentation accompanying the Helios Product or on published Helios Specification sheets.
3. Helios or its designated agent shall have the right to inspect any Helios Product prior to executing any remedy as stated within this LimitedWarranty.
4. If a Helios Product is determined to be defective, Helios will, at its option, choose to furnish a replacement Helios Product, supply replacement parts, repair the Helios Product, or give the original purchaser a credit for the defective Helios Product, or part thereof. If Helios chooses to replace the Helios Product and is not able to do so because it has been discontinued or is not available, Helios may replace the product with a comparable product. This Limited Warranty excludes reimbursement for inconvenience, field labor, providing access to products (scaffolding, lifts, reinstallation, etc.), removal, loss of use, damages arising from product failure, or any other costs or expenses.
5. The warranty is contingent on the proper installation, use and maintenance of the LED fixture. The fixture must be installed in the manner for which it is intended. The warranty will become null and void to any LED fixture that has not been timely paid for, is not installed and operated in accordance with the current edition of the NEC and Standards for safety of UL. The warranty will become null and void if the fixture has been operated in an ambient temperature that is higher than 45 degrees Celsius, has been subjected to a lightning strike, power surge, overvoltage condition, static electricity, subjected to abnormal stresses and operating conditions or has been operated without overvoltage and lightning protection devices in place.
6. **HELIOS MAKES NO FURTHER WARRANTIES WHATEVER, EXPRESS OR IMPLIED, AND ALL FURTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL HELIOS HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES CLAIMED BY THE ORIGINAL PURCHASER, CONSUMER, OR ANY OTHER PARTY IN CONNECTION WITH THE HELIOS PRODUCTS OR THIS LIMITED WARRANTY. PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY WITH RESPECT TO ANY HELIOS PRODUCT WHICH IS DEFECTIVE SHALL BE LIMITED TO THE EXPRESS REMEDIES AS STATED IN PARAGRAPH 4 HEREOF.**
7. No modification of this LimitedWarranty shall be in effect unless issued in writing and signed by Helios’ authorized factory representative. No agent, distributor or dealer is authorized to change, modify or extend the terms of this LimitedWarranty in any manner.
8. If any of provision of this LimitedWarranty is determined to be unenforceable, the remainder shall remain in full force and affect.