



General Product Warranty, Limitations, and Claims Procedure

Ver 04a 11-mar-2017

Aside from the exceptions and limitations noted below, **TUFFGLO** warrants that its products will be free from defects in material and workmanship for one (1) year, and three (3) years for the LED Light Engines and electrical components.

All warranty time periods start on the date of purchase by original purchaser with proof of purchase. Without proof of purchase, the warranty period begins on the date of manufacture of the product.

This warranty only applies to product provided by **TUFFGLO**. Substituting another manufacturer's product and/or components will render the warranty completely void.

This warranty does not apply to any products that have been subjected to misuse, abuse, mishandling, misapplication, improper installation or failure to follow the product's written instructions for installation, connection to voltage outside of the published and specified ranges, installation and/or use in an environment where the ambient operating temperature is below or above the published and specified ranges, neglect, accident, acts of God such as high winds or lightning strike or flooding, improper packaging of products returned to **TUFFGLO**, modification (including but not limited to use of unauthorized parts or attachments), product disassembly, or attempted repair.

Exposure of standard product to water, chemicals, bleach, harsh cleaners, salt water or salt air will void all warranties. Immersion or underwater use of product will void all warranties. Exposure of weatherproof grade product to rain/weather is warranted.

Customized, full custom, and special order products (not cataloged standard products) will carry the same warranty as standard product, unless stated otherwise in the purchase agreement.

WARRANTY CLAIM PROCEDURE:

The Original Purchaser shall return any allegedly defective products to **TUFFGLO** using the warranty claim form. Product returned without a claim form will not be accepted or considered for adjustment under the terms of the warranty. Product returned with an incomplete or erroneously filled out claim form will not be accepted or considered for adjustment under the terms of the warranty until a properly executed form is received.

If any of the warranted products are found by **TUFFGLO**, in its sole discretion, to be defective, such products will, at the sole option and cost of **TUFFGLO**, be replaced, repaired, or refunded. 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 **TUFFGLO** shall be for the repair, replacement, or refund of defective products as provided herein. All warranties extend only to product ownership by the Original Purchaser; are not transferable whether to heirs, subsequent owners, or otherwise; and are void if the Original Purchaser ceases to own the product.

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 **TUFFGLO 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.**