

Bruck/Ledra/Alphabet/Molto Luce Product Warranty 2018

WARRANTY:

This warranty is conditioned upon proper installation, use and maintenance. This warranty is not applicable to any fixture which is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Intertek (ETL) or Underwriters Laboratories (UL) and with Bruck's instructions and guidelines. This warranty is also not applicable to any fixture subjected to abnormal stresses and operating conditions. In addition, overvoltage and lighting protection devices must be in place. This warranty does not apply to products damaged due to accident, tampering, misuse, abuse or abnormal usage and in no event shall Bruck's obligation under warranty extend beyond the initial cost of products. This warranty does not cover cost, if any, of reinstallation of products serviced under this warranty. No labor costs or shipping/freight costs are included in this warranty. During the periods expressed above we will, at our option, repair or replace, free of charge such merchandise that proves to be defective. Lamps must be included with fixture upon return for testing. Warranty effective only when installations consist completely of products purchased from Bruck Lighting Systems, Inc and is non-transferable; claims can only be made by original end-user. Merchandise is manufactured according to our high standards and is warranted to be free from defects in material and workmanship as follows.

Halogen, fluorescent, ceramic metal halide fixtures, low and line voltage track systems and components, low and line voltage canopies and accessories are warranted for one (1) year from date of delivery. Excludes lamps.

All standard LED fixtures that DO NOT USE a Xicato® brand LED modules are warranted to be free from defects in material and workmanship for three (3) years from date of delivery.

All LED fixtures using the Xicato brand XSM or XLM modules (Chroma products) have a five (5) year warranty. During this period we will, at our option, repair or replace, free of charge such merchandise that proves to be defective. Warranty effective only when installations consist completely of products purchased from Bruck Lighting Systems, Inc and is non-transferable; claims can only be made by original end-user. This includes all power sources.

Chroma Products include a 5 YEAR "NO COLOR SHIFT" WARRANTY. If at any time in the first five (5) years after purchase any Chroma product using a XICATO LED XSM or XLM module shows a noticeable perceived shift in color by the human eye from its original color, Bruck will replace the module free of charge. The fixture must be returned to Bruck's Factory for the module to be replaced to ensure a proper quality installation of the LED.

LIMITATION OF LIABILITY:

Bruck will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time cost or claims of claimant's customers. Bruck's liability on any claim of any kind for any loss or damages arising out of, resulting from

or concerning any aspect of this agreement for the product or services furnished hereunder shall not exceed the price of the fixture which gives rise to the claim.

Exclusions:

The Bruck warranty policy will be voided for any fixture that:

- Had been operated in an ambient temperature that is higher than recommended.
- Had been subjected to a lightning strike, power surge or overvoltage condition.
- Had its LED board subjected to static electricity due to failure to discharge same prior to connecting or disconnecting the lead from the LED board.
- Was not installed and/or operated in accordance with Bruck's instructions and guidelines.

Note:

Normal wear and tear on the fixture is not covered by this warranty. Exterior or mechanical damage that is not due to a warranty defect will not be corrected and no cosmetic repairs will be made unless specifically identified by Bruck Lighting as a defect. Lamps must be returned with fixture for testing. Failure due to use of incorrect lamp is not covered deemed to be defective.

REV: 8/12

Returns

RETURNS: Return goods require an RMA (Return Merchandise Authorization) number. Please fill out the online form or fax RMA form to customer support at (714) 259-9969.

Return freight charges will apply (restocking fee and freight charges waived only on Bruck's error). Product must be returned in original condition & packaging within 30 days of receiving the product for credit to be issued. A restocking fee of 25% (minimum) will apply; actual fee will be determined by condition of returned goods. Special order product (large quantity or non inventoried items) will require additional restocking fee. Lamps, wires and cables are non-refundable and cannot be returned.

Actual fee will be determined by Bruck Lighting. All returns are subject to inspection of merchandise. The specific nature of problem must be identified for any item to be returned as defective. Lamps must be shipped back with fixtures for proper evaluation.

Returns allowed on cataloged items only; customer damaged, custom products, discontinued items, or modified products are non-cancellable and non-returnable.

Deductions should not be made until credit is issued by Bruck.