

## Aquarii LED Fixture Warranty Statement

### **Warranty Overview**

This limited warranty is provided by Aquarii, Inc. (hereinafter “Seller”) and is offered to purchasers (hereinafter “Buyer”) of Aquarii manufactured LED lighting fixtures (hereinafter “Product”). Seller warrants that Product shall perform as established within the published Product specifications and is to be free from defects in material and workmanship. After factory inspection, testing and analysis, Seller shall make all Product defect and warranty response determinations.

Product is engineered to provide long lasting service without the need for scheduled maintenance. During manufacturing, each Product is individually tested to ensure adherence to the Product’s design specifications. Product test results are recorded for reference, quality assurance, project troubleshooting, and if necessary, product recall purposes.

If any Product covered by this warranty is returned by the Buyer within the Warranty Period (referred to below in accordance with Seller’s Product Return Policy as noted in Schedule “A”), and Seller determines to its satisfaction that such Product failed to satisfy this warranty, Seller will, at its option, repair or replace the Product or the defective part, or reimburse Buyer for the purchase price, subject to the limited warranty terms and conditions set forth in attached Schedule “A”. The effective warranty period is 5 years from the Product ship date from Aquarii’s manufacturing facility.

This warranty SHALL NOT provide compensation for Product troubleshooting, removal, packing, shipping, installation or reinstallation, inspection services, and/or for related labor, equipment or material fees. Additionally, this warranty SHALL NOT provide system integration troubleshooting, verification of existing venue equipment, electrical service, condition(s) of electrical components and building support structure, compensation for venue downtime, loss of profit or event rescheduling.

This warranty only applies when the product has been properly handled, stored, transported, wired, installed and operated within the electrical values, operating range and environmental conditions provided within the Specifications. This warranty SHALL NOT reimburse for damages attributable to acts of nature (Force Majeure); chemical exposure; excessive ambient heat, moisture; vandalism, theft, lightning strike, power surge; animal or insect activity; or any other acts of negligence, outside of Seller’s direct control.

Additionally, this warranty SHALL NOT cover improper maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets or instructions of Seller; use of the Product with other equipment, processes or materials supplied by any end user or third party; or any other occurrences beyond Seller’s reasonable control.

Warranty eligible Products are often part of larger, engineered, integrated and installed fixture, network and control solution sets. Third-party manufacturers all have warranty and support provisions of their own for their products, and these will supersede Aquarii's own fixture specific coverage. It is the sole responsibility of the Buyer to verify if their system can properly control and integrate Aquarii Products into their selected system.

This warranty is void if: (a) any repairs, modifications, or alterations have been made, without prior Seller authorization; (b) the Product was not used for the purpose for which it was designed; or (c) the Product serial numbers were altered, defaced or rendered illegible.

The provisions of this warranty shall be exclusive and supercede any other warranty. No person, distributor, dealer, or integrator shall be authorized to change, modify or extend terms of this warranty.

Seller reserves the right to modify this warranty from time-to-time and to make modifications effective for any order placed before the effective date of that revised warranty statement. This warranty shall not be transferred or assigned. Product shall be purchased directly from Seller, or from an authorized Seller distributor. A two-step product transfer of Product shall carry no Seller warranty.

#### **Schedule "A"**

**The following conditions must be met in order for Aquarii's warranty to become effective:**

The effective warranty period is 5 years from the Product ship date from Aquarii's manufacturing facility and the Warranty Term begins when all conditions outlined below are satisfied:

1. All invoices for warranty eligible Product have been paid in full.
2. Warranty registration form has been submitted.
3. Responsible Product owners and users have been identified.
4. The Seller must be notified in writing within 30 days of discovering a defect in the Product.

#### **Aquarii's Warranty Eligible Product Return Procedure:**

1. Before returning any product to Aquarii, please call customer service to receive an RMA number for your return. Product(s) returned without an RMA will delay or may void any return credit and/or servicing.
2. Buyer shall properly package any Aquarii Lighting Fixture for return under the warranty program to ensure shipping protection.
3. Clearly note RMA number next to the address label on the shipping container and packing slip.

4. Please return all product "freight prepaid" unless instructed otherwise by customer service.
5. Please ship all Returns to the following address:

**AQUARII, INC.**  
Product Return Department  
6805 Newbrook Avenue  
East Syracuse, New York 13057 USA

Attn: Kaitlyn Melveney, Aquarii General Manager  
+1 (315) 672-8807

[www.aquariitech.com](http://www.aquariitech.com)

**Additional Warranty Eligible Product Return Notes:**

1. All Products received under this warranty program will be photographed, inspected and tested for any signs of shipping damage, adverse site conditions, or misuse.
2. Buyer shall be notified of any adverse finding(s), before any repair or replacement work begins.
3. Should factory inspection reveal that Product was miswired, installed incorrectly or used in an unacceptable environment, Aquarii shall quote Buyer on non-warranty repair or replacement cost(s).
4. Non-warranty repair quotations shall show line-item component cost, plus associated bench technician labor fee at \$150 per hour (with a minimum one-half hour charge), and return shipping fees.