

L-2-10-0 Plan & Forever Bright LED Warranty and Limitations

Transformer

Night Power on Duty transformers must be used in all Forever Bright systems in order for this warranty to be valid.

To replace a product that has warranted defect, it is necessary for the Original Purchaser to send F.O.B. destination any alleged defective parts or Products designated by SPJ Lighting with PROOF OF PURCHASE CERTIFICATE. To pre-arrange return, call SPJ Lighting customer service at 800-469-3637.

If any warranted Products are found by SPJ Lighting to be defective, such Products will, at SPJ Lighting sole option and cost, be replaced or repaired.

This warranty is null & void if products are subjected to "Acts of God" IE. Hurricanes, flooding, earthquakes, tornadoes, landslides, avalanches and environments created by Mother Nature."

This warranty is not transferable whether to heirs, subsequent owners, or otherwise. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced Product. Goods which may be sold by SPJ Lighting but are not manufactured by SPJ Lighting are not warranted by SPJ Lighting, but sold only with the warranties, if any, of the manufacturers thereof.

This warrant 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 ("normal use" means building interior use in an environment that does not exceed 25 degrees Celsius or outdoor use where the ambient temperature does not exceed 35 degrees Celsius), neglect (including but not limited to improper maintenance), accident, improper installation, improper packaging of products returned to SPJ Lighting, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair. All underwater lights & cast aluminum (powder coat) fixtures are warranted for (1) one year.

Product Specification Changes: All product specifications either contained in Seller's catalog, Website, promotion literature, or variation product drawings are subject to change without notice to Buyer and without creating liability to Seller.

THIS WARRANTY GIVES YOU THE SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, SOME STATES DO NOT ALLOW LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- L - Lifetime warranty on all brass and copper fixtures.
- 2 - Two year labor compensation at the rate of \$10.00 per defective FB-LED, in the form of credit on file for use on future orders. (Based on the national average of Licensed Electrical Contractors)
- 10 - Selected Forever Bright LED products are warranted for an unprecedented (10) ten year guarantee on residential and (10) ten year guarantee on commercial use. The warranty takes effect from original date of purchase by the Original Purchaser.
- 0 - Zero Headaches or call backs!

Certifications



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"Innovation Nightly"

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TERMS AND CONDITION OF SALE

ACCEPTANCE AND AGREEMENT:

These terms and conditions of sale constitute the entire agreement between SPJ Lighting Inc. and its customers. There are no other agreements expressed or implied. No sales representative of SPJ Lighting Inc. is authorized to change or modify this agreement or to make any other agreements or representations, and no such modifications, changes or agreements or representations shall be binding on SPJ Lighting Inc. without written acceptance by SPJ Lighting Inc. Customer's acceptance of any product shall constitute acceptance of terms and conditions hereof. All orders are subject to acceptance by SPJ Lighting Inc. This price list is not an offer to sell.

Price and Design:

- (a) The prices contained herein supersede all previously quoted prices, and are effective on all orders received by SPJ Lighting Inc. on or after January 1st 2018.
- (b) Prices and design are subject to change without notice.
- (c) 50% deposit is required on ALL custom orders and ALL orders over \$10,000.
- (d) Custom orders-All Sales Final upon delivery.

PAYMENT TERMS:

- (a) Net 30 days FROM INVOICE DATE. Based on approved credit.
- (b) Invoices open past terms will affect future shipments.
- (c) Late charges on past due balances will be charged at a rate of 1 1/2% per month.
- (d) Buyer agrees to pay Seller's reasonable attorney fees and costs of collection in the event Buyer defaults in the payment of any sums due by Buyer to Seller should Seller agree to open an account with Buyer pursuant to this Credit Application.

FREIGHT POLICY:

- (a) F.O.B. FACTORY orders less than \$5,000.00 (taxes not included).
- (b) Full freight allowed, prepaid when paid for within terms (for ground service ONLY), for a single shipment. Any special shipping requests such as Next Day, Second day and Three day Select do not fall in our freight allowance policy.
- (c) Truck shipments for residential deliveries will be assessed additional fees.
- (d) Freight not allowed on oversized product orders. Freight not allowed for out of country shipments. Freight no allowed to Hawaii or Alaska.

RETURNS:

- (a) Merchandise CANNOT be returned without prior authorization from SPJ Lighting Inc. Please refer to your P.O and/or invoice number against which the return is being made. Returns will not be accepted after 60 days of purchase.
- (b) Transportation charges must be prepaid by the purchaser.
- (c) R.G.A. number must be submitted with all returns.
- (d) Unsold factory-sealed merchandise may be returned only with written permission from SPJ Lighting Inc. All merchandise must be shipped prepaid, in factory sealed original cartons, and is subject to a minimum of 30% restocking charge. Custom or discontinued items not returnable.
- (e) We do not issue refund checks, only in-house credits. Credits must be used within 1 year of date issued.

CANCELLATIONS:

- (a) Cancellation requests must be received in writing from the purchaser to SPJ Lighting Inc.
- (b) Cancellation will only be accepted upon payment of charges based upon expenses already incurred.

DROP SHIPMENTS:

Requests for drop shipments must be made IN WRITING and will be subject to your guarantee covering unforeseen additional freight charges.

ALTERATIONS:

Any deviation from our standard fixture styles will be subject to handling charge and are NOT returnable for credit.

SPJ LIGHTING INC. LIMITED WARRANTY

SPJ Lighting Inc. warrants its products against defect in material and workmanship. Without charge, SPJ Lighting Inc. will either repair or replace. SPJ Lighting Inc. reserves the right to decide between repair or replacement. Any properly installed SPJ Lighting Inc. product which fails under normal operating conditions within three years from the date of installation, provided it is returned to the factory, transportation prepaid, and our inspection determined it to be defective under the terms of this warranty.

The warranty covers only equipment exclusively manufactured for SPJ Lighting, Inc. and does not extend to transportation, installation or replacement charges; nor does it apply to any equipment of another manufacturer used in conjunction with equipment.

SPJ Lighting Inc. offers a LIMITED LIFETIME WARRANTY on all chemically applied finishes. These finishes will vary over time but will be warranted NOT to peel, flake or corrode. All underwater lights & cast aluminum (powder coat) fixtures are warranted for (1) one year.

SPJ Lighting fixtures are manufactured to meet United States and Canadian Underwriters Laboratories standards.

MTP NightPower & Duty transformers limited 10 year warranty. Lifetime on the stainless steel enclosure.

Transportation charges must be prepaid by the purchaser.