

## LIMITED WARRANTY FOR FOREVER GREEN INDOORS LED LIGHTING FIXTURES

This limited warranty is provided by Forever Green Indoors, Inc. (FGI) ("Seller") to the original purchaser ("Purchaser") of the LED lighting product that is identified on Seller's order number or invoice reflecting its original purchase of product (the "Product").

Seller warrants that the Product, when purchased new and in its original packaging, will be free of defects in material and workmanship for a period, as defined in the included specific product manual, from the date of original purchase.

The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product and any claim of malfunction by the Purchaser.

A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product. So long as the balance of the LED components are working normally.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment including exposure to VOCs; externally induced vibration; harmonic oscillation or resonance associated with movement or vibration around the Product; alteration; accident; failure to follow installation, operating instructions, maintenance or other environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

This limited warranty excludes Purchaser's field labor and service charges related to the repair or replacement of the Product.

THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within thirty (30) days of your discovery of the defect, provide proof of purchase such as an FGI or Amazon order number or FGI invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may elect to have Purchaser return the Product, or to an authorized repair center, freight prepaid by Purchaser. Your warranty claim should be addressed to Forever Green Indoors, at <a href="mailto:shop@forevergreenindoors.com">shop@forevergreenindoors.com</a>

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR PURCHASERS INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, AND SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO CROP DAMAGE OR LOSS. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES



## PAID TO SELLER FOR THE

## DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: October 12, 2020