

# TERMS AND WARRANTY

The following terms and warranty apply to the product purchased by an authorized Utopia Lighting distributor who purchased the product directly from Utopia Lighting and from no other source. Utopia Lighting disclaims all representations and warranties with respect to all other products, including without limitation, products that have been purchased from any person or entity other than an authorized Utopia Lighting distributor, or installed by any person or entity other than a licensed electrician or under the supervision of a licensed electrician, and all products that are used or are otherwise not in their original Utopia Lighting packaging at the time of installation.

## STANDARD WARRANTY

### **<Electrical Component>**

#### **LED**

Utopia Lighting warrants its commercial indoor LED fixtures, including the LED arrays and the LED drivers and integral control products to be free from defect in material and workmanship for a period of THREE (3) or FIVE (5) YEARS from the date of original purchase or the number of hours used has not exceeded the L70 life stated for each LED fixture. 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 unserviceable components is less than 10% of the total number of LED components in the product. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by Utopia Lighting unless prior written authority has been granted by our Post-Sale department. In the case the customer chooses a SEVEN (7) YEAR or TEN (10) YEAR warranty, Utopia Lighting will only provide replacement components at our discretion. This will not include the labor cost and or any expenses for equipment rentals. Additionally, Emergency Battery Packs will not be part of the extended warranty. The LED Emergency Battery is pro-rated for 5 years. All repairs done on site due to defects must be performed by a Certified Electrician. Any further questions or concerns, please contact Utopia Lighting.

#### **Fluorescent**

Utopia Lighting warrants its Architectural lighting fixtures to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of THREE (3) or FIVE (5) YEARS from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by Utopia Lighting unless prior written authority has been granted by our Post-Sale department.

#### **HID**

Utopia Lighting warrants its HID lighting fixtures to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of TWO (2) YEARS from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by Utopia Lighting unless prior written authority has been granted by our Post-Sale department.

#### **Induction**

Utopia Lighting warrants its Induction lighting fixtures to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of TEN (10) YEARS from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by Utopia Lighting unless prior written authority has been granted by our Post-Sale department.

#### **Exit / Emergency**

Products from Utopia Emergency Systems, except lamps and fuses, are followed by manufacture warranty. The Emergency Warranty applies only when (1) Emergency Fixtures or other Utopia Lighting products containing Batteries have been continuously connected to an AC input power source, or (2) Batteries sold separately have been placed in fixtures continuously connected to an AC input power source, in each case within 90 days of the date of purchase. Incandescent lamps and fuses are not warranted. See chart below:



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Exit & Emergency Model	Fixture (Warranty Term)	Battery (Warranty Term)
CEX, TCEX, ED, TED, EL, TEL, REL, SXTE, LPEC, LEDCXTE, CKXTE, NYXTE, NYKXTE, NYELXTE, NYRELZXTE, CWEX, WEX, WECL, AEL, LEDR-1, LEDR-2, EM-1, LEDWEM	5 years	5 years (Full warranty for first year, and prorated for the remaining years)
EXL, CXTE, CNYXTE, CA, CXP, EM-3, R-16, CEM-2, R7, EMRL1, WCEM-2, WEM-6, NYDXR, CA26S10	5 years	5 years (Full warranty for first year, and prorated for the remaining years)
FLPL50, FLPL51, FLPL75, FLPL100, ECL, HEM-2, LEDRH	5 years	5 years (Full warranty for first year, and prorated for the remaining years)
RH	3 years	3 years (Full warranty for first year, and prorated for the remaining years)

## <Pole>

Each Utopia lighting pole will be free from defects in materials and workmanship for ONE (1) YEAR from the date of delivery to the end-user. Poles must be installed by a properly insured and licensed contractor using the supplied anchor bolts and mounting templates. Using a pole product in any manner other than as disclosed in the Application Specification automatically voids the warranty and may cause failure resulting in injury, death or significant property damage.

## 7 / 10 YEARS WARRANTY

### <Electrical Component>

The warranty covers selected Utopia Lighting products for a period of 7 or 10 years from the date of manufacture, see below.

- Any LED product(s) with 10 years or 7 years limited warranty option (**O10W** or **O7W**)

- The warranty does not apply to:

- Any product alteration
- Product mishandling
- Vandalism
- Civil disturbances
- Acts of God
- Electrical surge
- Improper electric supply
- Fluctuations of electrical current or voltage
- Electrostatic discharge
- Natural or induced mechanical oscillation
- Corrosive environments
- Failure to follow applicable electrical codes

- The warranty shall be void for luminaires installed into an application for which it is not intended, or intentionally damaged, or installed in abnormal environmental conditions as prescribed by Utopia Lighting.

- The warranty is limited to the repair or replacement of the product and assumes no responsibility for labor or freight costs incurred in connection with the installation, removal or replacement of products determined to be defective.

- 10% LED failure is the point at which 10% of the discrete LED sources fail to illuminate.

- If driver failure causes more than 10% of the LEDs to operate improperly, it would be covered.

- This warranty may be transferred to subsequent purchasers of the product as long as it is in its original packaging.

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## Labor Warranty for 7 / 10 years limited warranty

Utopia Lighting's Labor Warranty is effective for 1-year from the date of purchase and only applies to the Product(s) with a 7/10 year warranty. This warranty does not cover any accessories including emergency battery backup kits, photocells, sensors and control devices, and any other third-party products / devices used in conjunction with the Product. This warranty will cover product(s) sold through distribution with proof of purchase. Claims must be initiated through the RGA process with the original purchase order from the distributor's date of purchase. The distributor must provide contact information as well as the labor invoice of the contractor claiming Utopia Light's Labor Warranty.

*DISCLAIMER: Utopia Lighting reserves the right to inspect and refuse warranty if Products were not installed correctly or installed in unsuitable environments.*

	7 YEATS	10 YEATS
Area Lights Series	up to \$80 per fixture	up to \$100 per fixture
Canopy Series	up to \$15 per fixture	up to \$20 per fixture
Flood Lights Series	up to \$40 per fixture	up to \$50 per fixture
High Bay Series	up to \$40 per fixture	up to \$60 per fixture
Parking Garage Series	up to \$15 per fixture	up to \$20 per fixture
Wall Pack Series	up to \$30 per fixture	up to \$40 per fixture
Architectural Series	up to \$30 per fixture	up to \$40 per fixture
Non-Architectural Series	up to \$20 per fixture	up to \$30 per fixture

## ADDITIONAL TERMS & CONDITIONS

1. Utopia Lighting reserves the right to modify this Terms and Warranty form time to time; any such modification shall be effective for all purchases made after the effective date of such revised form.
2. This Warranty form assumes that the Product(s) will be operated for an average of twelve (12) hours per day. Operation of the Product(s) in excess of 12 hours per day will shorten the Warranty coverage period.
3. This Warranty does not cover any third-party product(s) or device(s) used in conjunction with the Product - sensors, occupancy sensors, emergency battery backups, or other control devices.
4. Repaired and/or replacement Product(s) is warranted for the remainder of the failed Product's original warranty period.
5. If an identical replacement Product(s) is not reasonably available, Utopia Lighting reserves the right, at its sole discretion, to replace with a different product. Utopia Lighting also reserves the right to utilize new, reconditioned, refurbished, repaired or re-manufactured products or parts in the warranty repair / replacement process.
6. This Warranty is limited to Product(s) purchased in, and for use within, the United States and Canada.
7. This Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating.



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This Limited Warranty applies only when the Products are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Utopia Lighting shall not be liable for damages that result from deliveries that do not occur within a customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Utopia Lighting.

Utopia Lighting will not be responsible under this Limited warranty for any problem of the product(s) that results from external causes such as: negligence; fuel; fires; floods; harsh chemicals to clean products; improper power supply; immoderate switching; unauthorized use, installation, mishandling, maintenance or service. The painted finish is not warranted against fading chalking or yellowing, as fading, chalking or yellowing may naturally occur over time due to normal aging.

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

Anchor bolts must be installed using current factory-furnished templates. Fluorescent Ballast Guarantee – Ballasts are those of recognized, responsible manufacturers. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballasts found to be in warranty should be made directly to the ballast manufacturer through their local ballast service center or their field representative in order to expedite replacement. Utopia Lighting is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective ballasts. Any such costs would be the responsibility of and must be authorized by the ballast manufacturer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES.

UTOPIA LIGHTING MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND UTOPIA LIGHTING EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF UTOPIA LIGHTING HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

*Utopia Lighting reserves the right to discontinue this warranty without notice provided that any discontinuance will only be effective with respect to any products purchased after discontinuance.*

*In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements.*

## RETURN POLICY

1) Product(s) cannot be returned without prior written authorization by an authorized Utopia Lighting representative. Request to return must be made within 1 year of original ship date. All returns must be shipped pre-paid to the location designated on the RGA (Return Goods Authorization) form within 45 days from RGA issued date, otherwise it will automatically be canceled. All returned Product(s) must be in original packaging and salable condition to qualify for credit. Custom and modified Product(s) is not returnable. Refer to RGA policy form to find more information including the process, terms and conditions, credit / restocking fees and more.

2) Product(s) received damaged or missing part(s) must be reported within 2 weeks of receipt to qualify for a free replacement or credit.

This includes the following:

- a) Damage: Any visible damage caused from freight must be reported to the carrier immediately and to us within 2 weeks of receipt.  
Damage caused from will-call pick up is ineligible.
- b) Concealed Damage: Customer is responsible for a full inspection - inside and outside - upon receipt and must report any damage(s) within 2 weeks with supporting documents.
- c) Missing Part(s): Any missing part(s) must be reported within 2 weeks of receipt.

## CANCELLATION POLICY

Cancellation may be accepted in writing if received before production. Otherwise, a 50% cancellation charge will be incurred. Cancellation fee is subject to change on special orders. No cancellations may be made on custom or modified products.



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