

# HIGHPOINT LIGHTING LLC 5 YEAR LIMITED WARRANTY

(POWDER COATED FIXTURES - BLACK, WHITE & ANTIQUE COPPER)

## 1. Limited Warranty Coverage

Subject to the terms and conditions of this 5 Year Limited Warranty, Highpoint Lighting LLC (Highpoint) warrants that its products are free from defect; corroding, splitting, peeling, flaking, chipping and glass breakage under normal and properly installed use. Without charge, Highpoint Lighting LLC will either repair or replace (Highpoint Lighting LLC reserves the right to decide between repair or replacement) any properly installed Highpoint Lighting LLC product which fails under normal operating conditions for a period of 5 years, provided it is returned to the factory, transportation prepaid, and through inspection Highpoint determines the product is defective under the terms of this limited warranty. All freight costs incurred will be paid by client. This limited warranty applies to installation in saltwater environments as well as installation in direct contact with ACQ lumber.

This Limited Warranty is extended to the original owner (Covered Person) of the structure to which the product is first installed.

# 2. Warranty Exclusions

This Limited Warranty does not cover any conditions, qualities damages or events except as expressly mentioned in section 1 above. An example of these exclusions to warranty may include but are not limited to: light bulbs, sockets, broken glass due to over tightening screws during installation, damage during installation. The warranty only covers equipment exclusively manufactured for Highpoint Lighting LLC and does not extend to transportations, installation or replacement charges; nor does it apply to any equipment of another manufacturer used in conjunction with equipment.

## 3. Conditions

Highpoint will honor claims under this Limited Warranty **ONLY** if all of the following conditions are satisfied: **A.** The Covered Person must provide proof of the date of purchase of the Product and that he or she is a Covered Person under this Limited Warranty. However, Highpoint will waive this requirement if, at the time a claim is made, Highpoint has a completed Warranty Registration Card on file with respect to the Covered Person making such claim.

**B.** The Product must have been installed and at all times maintained in accordance with Highpoint's printed installation and maintenance instructions, all applicable building codes, and all other laws, rules, regulations and ordinances.

#### 4. Claims

All claims submitted to Highpoint must be completed in writing of all the specific details as to cause of purpose of the claim. This written notice must describe the defect or failure and, if Warranty Registration Cards were not completed and returned by the Covered Person, must be accompanied by written proof of the date of purchase. Photos of the Product, showing the defect or failure, should accompany the notice. All notices concerning this Limited Warranty should be sent to Highpoint Lighting LLC, 13201 W. 43<sup>rd</sup> Dr. Suite 102, Golden CO 80403.

#### 5. Remedy

If the product in question proves to be defective during the warranty period, Highpoint will, in its sole discretion, provide the Covered Person one of the following warranty solutions:

- A. Provide replacement Product for the defective portion of the Product. Highpoint reserves the right to replace the affected Product with similar specification Product subject to reasonable variation as Highpoint may discontinue specific products or product lines or
- B. Provide a financial reimbursement of Product based on the original invoice submitted as a part of the claim.