



RP Lighting + Fans | [www.rplighting.com](http://www.rplighting.com) | [rplighting@rplighting.com](mailto:rplighting@rplighting.com) | 4931 Paseo Del Norte NE, Albuquerque, NM 87113 | 800.937.6925

## FIXTURE LIMITED WARRANTY

Subject to the terms and conditions of this limited warranty (“Warranty”), Royal Pacific, Ltd., d/b/a “RP Lighting + Fans” (“RP”), warrants to the original purchaser that the RP fixture product purchased by the original purchaser will be free from defects in materials and workmanship which would affect performance, for the applicable period specified below.

### **Warranty Periods:**

The applicable warranty period set forth below shall commence on the date of RP’s invoice to the original purchaser of the (lighting?) fixture product.

The warranty period for LED light engine and its electrical components, whether sold separately or as integrated with a fan, is five (5) years. For purposes of this Warranty, the LED light engine will not be considered to be defective in “materials” and/or “workmanship,” and RP will have no obligations under this Warranty, unless and until: (i) a total of at least 15% of the individual LEDs in the light engine fail to illuminate, or (ii) lumen output falls below 70% of the initial lumen output as determined by RP.

The warranty period for non-LED fixtures, whether sold separately or as integrated with a fan, is one (1) year.

The warranty period for all other parts not described above, including lamps supplied with fixtures, and exterior finishes is one (1) year.

Special Order items will be covered under the applicable Fixture or Fan Limited Warranty unless specifically noted otherwise in the RP Quote or Order Confirmation.

### **Claim Process & Remedies:**

In order to file a claim under the terms of this Warranty, the original purchaser must promptly notify RP via (telephone) or {email address} that a product may be defective within thirty (30) days of the suspected failure or defect and obtain a Return Merchandise Authorization (“RMA”) number from RP. Original Purchaser will be asked to provide proof of purchase and follow RP’s instructions to return the product to RP for inspection along with a written description and photographs of the suspected defect. If after inspection RP determines that the product is covered by this Warranty, RP will, at its sole discretion, repair, replace, or refund the purchase price of any product that does not conform to this Warranty. In no case shall RP’s obligation over the lifetime of this Warranty exceed the original purchaser’s original purchase price of the product. Notwithstanding the foregoing, RP shall have no obligation under this Warranty unless and until all invoices for or otherwise relating to the product have been paid in full.

This Warranty only applies to RP products (i) purchased directly by the original purchaser from RP or one of its authorized agents, dealers, or distributors; (ii) that were new and in unopened packages at time of installation; and (iii) installed pursuant to all applicable standards and codes.

This Warranty excludes any and all removal or reinstallation costs and expenses, including labor and equipment required to remove and/or reinstall original or replacement fixtures or parts, shipping costs to return products or parts or any damage that may occur during the return of any products to RP.

**Exclusions:**

This Warranty shall be void in the event the product (a) has been altered or repaired other than by RP; (b) is damaged or becomes defective as a result of improper transportation, storage, installation, operation, service, testing, adjustment, or maintenance; (c) is damaged or becomes defective as a result of abuse, neglect, fire, vandalism, or acts of nature (including lightning strikes); (d) is damaged or becomes defective as a result of improper installation; (e) is installed and/or used in a manner that does not comply with product specifications, installation or use and care instructions, or use of the product outside of ambient temperature ranges or in corrosive or damp environments; (f) is damaged or becomes defective as a result of power surges, improper grounding, voltages out of range (108 – 132 V for 120V systems), connection to incompatible equipment or other devices (e.g. building automation, lighting controls, dimmers etc.), fatigue failure, or similar phenomena resulting from induced vibrations or harmonic oscillation or other abnormal use conditions; (g) is supplied by RP but not manufactured by RP (including, without limitation, lamps), in which case such product may be covered by the manufacturer's warranty, if any; and/or (h) is not installed and operated in accordance with the current edition of The National Electric Code (NEC), a nationally accredited safety laboratory (e.g. The Standards for Safety of Underwriter's Laboratory, Inc. (UL), ETL, CSA Group), or the current standards for the American National Standards Institute (ANSI).

**Disclaimer & Limitation of Liability:**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS THE FULL EXTENT OF EXPRESS WARRANTIES PROVIDED BY RP, and RP HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER. RP FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY. THIS LIMITED WARRANTY GIVES THE CLAIMANT SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**Other Terms and Conditions:**

Failure by RP to enforce any of the terms or conditions of this Warranty shall not be interpreted to be a waiver of any terms and conditions of this Warranty. If any portion of this Warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. RP reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any products purchased after such modification or discontinuance.