

EYE HORTILUX® Ascend LED Grow Light Systems™ Warranty

EYE LIGHTING INTERNATIONAL OF NORTH AMERICA INC. EXCLUSIVE ASCEND LIGHT EMITTING DIODE (LED) GROW LIGHT SYSTEM LIMITED WARRANTY AND EXCLUSIVE REMEDY

What is covered? EYE Lighting International of North America (“EYE Lighting”) provides this limited warranty for EYE HORTILUX Ascend LED Grow Light Systems.

EYE Lighting warrants HORTILUX Ascend LED Grow Light Systems to be free from defects in material and workmanship during the period ending five (5) years from the original date of purchase. LEDs are guaranteed to maintain 90% or better light output for those five (5) years during normal operation. If the product shows any defects within this period and that defect is not due to user error or improper use, EYE Lighting shall, at its discretion, either replace or repair the system using suitable new or reconditioned parts. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What is not covered? The following actions or condition preclude coverage under this limited warranty:

- Any use of EYE HORTILUX Ascend LED Grow Light Systems that is inconsistent with the installation instructions.
- Improper voltage or electrical surge.
- Improper application or usage.

What is the remedy? In the event of a breach of warranty, EYE Lighting shall, in its sole discretion, repair or replace the non-conforming product within a reasonable time.

How to make a claim: EYE Lighting offers this warranty ONLY to the original purchasers of EYE HORTILUX Ascend LED Grow Light Systems. This warranty applies only if the product was purchased from a retail outlet that purchased from a wholesaler authorized by EYE Lighting. All warranty claims must be directed to the retail store where the Ascend LED Grow Light System was purchased. In order to be eligible for this limited warranty, an original sales receipt or comparable substitute proof of purchase bearing the date of original purchase and the failed Ascend LED Grow Light System is required. Additional questions or comments can be made to (877) 905-2562.

LIMITATION OF LIABILITY: THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EYE LIGHTING SHALL NOT BE OBLIGATED OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR FOR ANY CLAIM BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL EYE LIGHTING’S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. 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.