



1460 Park Avenue.
Emeryville, CA 94608 USA
super-empower.com

LIMITED WARRANTY

SUPER EMPOWER warrants any product or component manufactured by **SUPER EMPOWER** in materials and quality for a period of 5 years from the date of shipment, provided the conditions of installation and operation have been proper. At **SUPER EMPOWER's** option, any product proven to be defective within the warranty period will either be repaired or replaced.

This warranty only covers items manufactured by **SUPER EMPOWER**. It does not cover purchases where **SUPER EMPOWER's** warranty is specifically excluded from the purchase price. The above warranty also does not include equipment and components not manufactured by **SUPER EMPOWER**. These items carry the guarantee of their respective manufacturers.

ELIGIBILITY—Warranty extends to the original buyer only. Proof of purchase is required.

LIGHT FIXTURES—This limited warranty applies to **SUPER EMPOWER's** LED light fixtures as expressly classified in the purchase order, catalog or invoice. Subject to the limitations, exclusions, and other terms outlined in this limited warranty, **SUPER EMPOWER** Lighting Solutions warrants cataloged LED light fixtures against defects in materials and workmanship for a period of five (5) years from the date of shipment for only non-retail, project accounts defined as orders exceeding \$1500 by **SUPER EMPOWER** as follows:

- Years 1 through 5—**SUPER EMPOWER** will, at its option, replace, repair, reimburse, or credit 100% of the original purchase price of the defective light fixture, battery or battery pack, electronic components, or electronics controllers. At its option, **SUPER EMPOWER** can attempt to repair defective luminaire samples or ship new lights to replace defective lights [given a non-negligent treatment of products].

SUPER EMPOWER reserves the right to replace or repair defective fixtures, components, or electronics utilizing the same or functionally similar products that are new, rebuilt or reconditioned.

LED modules are warranted for a period of 5 years. An LED module failure in an LED light fixture is deemed to have occurred if 10% or more of the individual LED chips in the light fixture do not illuminate. An LED module that fails within the manufacturer's warranty period will be exchanged. **SUPER EMPOWER** will not honor a cash reimbursement claim to cover material charges for replacement material after one year from the date of shipment. No charges for the rental of equipment, travel time, or labor will be accepted.

BATTERY—Warranties are a minimum of five (5) years. With full details regarding this warranty, review the Terms and Conditions below:

5-Year Battery Warranty:

- 0 to 36 months: 100% credit (user pays 0% of replacement battery price)
- 37 to 48 months: 40% credit (user pays 60% of replacement battery price)
- 49 to 60 months: 20% credit (user pays 80% of replacement battery price)

Battery technology develops quickly—**SUPER EMPOWER** can replace original batteries with equivalent or higher-capacity options as technology evolves. After 5 years from the date of shipment to the customer, customers can purchase new **SUPER EMPOWER** batteries and have them installed to extend use outside of **SUPER EMPOWER's** original 5-year warranty period.

FIXTURE AND ACCESSORY PAINT FINISHES—**SUPER EMPOWER** outdoor fixtures feature a baked-on polyester-powder finish.

Outdoor Fixture Finishes: The outdoor fixture finish is warranted for five (5) years from the date of shipment by **SUPER EMPOWER** against cracking, peeling, chalking, or fading.

Indoor Fixture Finishes: The indoor fixture finish is warranted for everyday indoor use for two (2) years from date of shipment.

Solar PV Panel Output Power—The solar panel is warranted for 20 years from the date of shipment by **SUPER EMPOWER**.



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CAUSTIC OR CORROSIVE ENVIRONMENTS—Fixtures, accessories, and their finishes may be damaged by application in caustic or corrosive environments. While many **SUPER EMPOWER** products generally can be safely set in such environments, the expected useful life of products utilized in these environments, including the painted and finished surfaces of such products may be reduced or impacted by the conditions in these environments. Fatigue, damage, or failure of products applied in such environments, including the painted and finished surfaces of such products, are expressly excluded from this warranty.

FIXTURE AND POLE PAINT FINISH WARRANTY CLAIMS—If during the warranty period, the finish of a fixture or pole shows signs of failure, **SUPER EMPOWER** must be promptly notified in writing within sixty (60) days of such failure becoming evident along with proof of purchase; otherwise, **SUPER EMPOWER** may at its option not honor the warranty. Transportation, removal, and installation costs are not included in the replacement.

TERMS AND CONDITION OF EACH LIMITED WARRANTY—The determination of whether a product is defective and covered by its warranty shall be made by **SUPER EMPOWER** at its sole discretion, with consideration given to the overall performance of the product compared to its specifications. **SUPER EMPOWER** reserves the right to examine all products to determine the cause of failure or damage and usage pattern. **SUPER EMPOWER** may require the material to be returned to **SUPER EMPOWER** as part of the evaluation process. After contacting **SUPER EMPOWER** and receiving a return AUTHORIZATION NUMBER, the user shall promptly return the product to **SUPER EMPOWER** at the user's expense after receiving instructions on when and where to ship the product. Failure to follow this procedure shall void this warranty. The terms of each warranty apply only when the relevant product has been properly handled, stored, wired, transported, installed, operated, and maintained by all applicable product specifications, including, without limitation, installation in applications in which ambient temperatures are within the range of specified operating temperatures and operation with the electrical values provided for in the specifications. **SUPER EMPOWER** shall have no responsibility under the terms of any warranty for any failure of any product that results from external causes, including without limitation: misapplication; acts of nature, physical damage, exposure to harsh, adverse or hazardous environments or chemicals or other substances; use of harsh or reactive chemicals or agents to clean or maintain the product; environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips and/or excessive switching; fatigue, failure or damage or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product; animal, pest or insect activity; fault or negligence of the purchaser of the products, any end user of the product and any third party not engaged by **SUPER EMPOWER**; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes or specifications. The warranty does not cover any substantial deterioration due to failure to inspect, clean or maintain the product's finish. This warranty is void if the product is not used for the purpose it was designed or if **SUPER EMPOWER** has not authorized and approved any repairs or alterations.

The limited warranty may be transferred to subsequent purchasers of the product, provided that the product is resold in new condition and in its original packaging. In such cases, the warranty period begins from the date of shipment.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN PLACE 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 SUPER EMPOWER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES ARISING FROM THE PURCHASE, RESALE, USE, OR DISPOSAL OF ANY PRODUCT, WHETHER THE CLAIM ARISES UNDER TORT LAW, STRICT LIABILITY, PRINCIPLES OF EQUITY, OR CONTRACT. SUPER EMPOWER'S AGGREGATE LIABILITY TO A DEFECTIVE PRODUCT OR OTHERWISE SHALL, IN ANY EVENT, BE LIMITED TO THE PURCHASE PRICE OF THAT DEFECTIVE PRODUCT.



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SUPER EMPOWER WILL NOT HONOR ANY WARRANTY CLAIM WITHIN THE APPLICABLE WARRANTY PERIOD WITHOUT PRIOR WRITTEN APPROVAL AND AUTHORIZATION FROM SUPER EMPOWER.

ALL **SUPER EMPOWER** warranty inquiries should be directed to the **SUPER EMPOWER's** headquartered US office: success@super-empower.com. Contact your local Territory Sales Rep or our marketing staff. The terms hereof are practical for purchases of products on or after the effective date set forth below.

CHANGES—SUPER EMPOWER reserves the right to modify or change any of its products, pricing, Limited Warranty, and Terms and Conditions with prior notice.

SUPER EMPOWER WILL NOT HONOR ANY CLAIMS FOR THE COST OF REPAIR WITHOUT PRIOR WRITTEN APPROVAL.