



1. RETURN MATERIAL AUTHORIZATION (RMA or RGA) AND PROCEDURES

IMPORTANT :

Before returning any material, the buyer must obtain a Return Material Authorization number (RMA or RGA), otherwise LED123 reserves the right to refuse returned packages.

- a) *Please ensure that you are familiar with all of the information contained in this document.*
- b) *Please complete the LED123 return request form and submit it to us.*
- c) *A customer service agent will confirm receipt of your request within 48 business hours.*
- d) *If we need more information, a member of our team or one of our representatives will contact you.*
- e) *Once your RMA (or RGA) number has been issued, you will receive instructions and will need to return the material to the following address:*

*LED123
Returns and guarantees Dept.
3755-E, Boul. Matte
Brossard, QC J4Y2P4*
- f) *Make sure to write your RMA (or RGA) number visibly on the package to prevent it from being refused.*

2. WARRANTY PERIODS

The warranty period is always calculated from the date a product was shipped from the LED123's factory to the customer. The applicable warranty period is as follows:

- Luminaires and their components (including LED and drivers) 5 years

All replaced or repaired products are covered by the same warranty period starting from the date the original product was shipped from LED123's factory to the customer and not from the date of repair or replacement.

3. TERMS AND CONDITIONS OF THE WARRANTY

LED123's limited warranty is non-transferable and therefore only applies to the first purchaser / user. LED123 warrants to the initial purchaser / user that its lighting products will be free from defects in materials and workmanship for the warranty periods indicated in the "WARRANTY PERIODS" section of this document.

In the event that the equipment shipped has been damaged in transport to the initial recipient, it is imperative that the person who received the goods reports and documents the damages with the carrier upon receipt, otherwise it will not be possible to make a claim for the said damages. Neither with the carrier, nor with LED123 or one of its representatives.

If a product is presumed to be defective, LED123 reserves the right to require that it be returned for inspection after which LED123 will decide whether it should be repaired or replaced.

LED123's limited warranty does not at any time cover the costs related to the installation or replacement (labor, scaffolding, nacelles, etc.) of the products nor the damage and collateral costs (loss of use, income or profits, material damage or other miscellaneous costs not mentioned above).





No sales agent and / or distributor is authorized to modify, change or extend the terms of the limited warranty on behalf of LED123.

This limited warranty is conditional and does not apply to:

- *Damages or malfunction resulting from improper handling / installation.*
- *Products that have not been installed in accordance with the instructions and guidelines of LED123.*
- *Any product that has not been installed in accordance with the Canadian Electrical Code (CEC) in force in Canada or the National Electrical Code (NEC) in force in the United States or not used in accordance with the standards of safety from Underwriters Laboratories, Inc. (UL), American National Standards Institute (ANSI) and / or Canadian Standards Association (CSA).*
- *Products installed in abnormal operating conditions (for example: dirty or corrosive environment, insulated or fire-rated ceilings, excessive ambient temperature or products subjected to surges, over voltages, under-voltages or lightning) unless these have been designated by the manufacturer as having been expressly designed for this purpose.*
- *Any product damaged by the customer or his installers, modified or used improperly.*
- *Products damaged in transport and for which the damage has not been noted, confirmed, and documented with the carrier by the person who initially received the material.*

Warranty claims must be communicated in writing directly to LED123 customer service or through one of its representatives.

Before returning any material, the buyer must complete the return request form, submit it to LED123 or one of its representatives and obtain a return merchandise authorization number (RMA or RGA), otherwise LED123 will reserves the right to refuse returned packages.

Considering the "100% custom-made" nature of its products, LED123 is in no way obliged to take back or credit equipment that has been manufactured and / or shipped for the customer if it is not defective. LED123 reserves the right to refuse return requests or eventually charge re-stocking fees should she accept to take the material back.

The buyer / shipper is responsible for all shipping costs from its premises to LED123's head office for the shipment of returned products. The buyer is also responsible for properly packaging the returned products. LED123 will not be held responsible for any damage caused during return transport.

The buyer is responsible for costs and expenses, including labor and equipment related to the removal or reinstallation of returned and / or replaced products.

A representative of LED123 or a person appointed by it, may at any time require the collaboration of the buyer / user so that the latter performs on-site tests / trials to assess whether the product is defective in accordance with this limited warranty statement.

After performing tests and / or inspecting the affected products, LED123 will determine to its satisfaction whether the product meets the terms of this limited warranty or not, the decision being final, without appeal and binding on all parties.

LED123 will repair or replace, at its option, the defective products or parts. No credit will be issued unless this decision comes from LED123.

Products returned and covered by this limited warranty will be reshipped free of charge by LED123 (using the shipping method of its choice) to customer's premises only. If the customer requires otherwise, the customer will be responsible for the shipping costs and arrangements.

If a returned product is not covered by this limited warranty, the purchaser will have the option to recuperate the product (repaired or not), but will be responsible for all arrangements and costs associated with shipping from LED123's head office to the customer's premises.

If a customer decides not to recuperate the returned products or (in the event that these are not covered by warranty) if the customer refuses to pay the costs associated with the shipment from LED123's head office to the customer's premises, all products / parts immediately become the property of LED123 and the latter will at no time be required to keep them any longer.

