

# Limited Warranty



## LED PRODUCTS LIMITED WARRANTY:

Focal Point warrants that its LED Products (excluding drivers or other integral control system devices, however including, in the case of a lit acoustical product, the light fixture contained therein which shall constitute an LED Product) are free of defects in workmanship and materials for a period of FIVE YEARS from the date of shipment. Operation of LED Products above the maximum ambient temperature range noted on product specification sheet will void this warranty. Maximum ambient temperature is defined as the maximum temperature of the air surrounding the luminaire housing. Products that do not have maximum ambient temperatures listed on specification sheet must operate in ambient conditions at or below 25 degrees Celsius. LED Products will be considered defective in workmanship or material only if the LED Products fail within five years after shipment to provide at least 70% of the lumen output set forth in the product specification sheet as of the date of shipment. Drivers or other integral control system devices may be covered by separate manufacturers' warranties. Focal Point does not make any warranties whatsoever as to drivers or other integral control system devices and will accept no responsibility or liability whatsoever.

## ACOUSTICAL PRODUCTS LIMITED WARRANTY:

### Light fixture contained in an Acoustical Product

As stated above, any light fixture in an Acoustical Product shall be covered by the LED Product limited warranty.

### Non-Lit components of Acoustical Products, including lit and non-lit baffles

Focal Point Acoustical Products, including baffles, are warranted to be free of defects in workmanship and materials for one year from the date of shipment.

In addition to, and not in limitation of, the General Terms and Conditions set forth below, the Acoustical Products Limited Warranty does not cover damage, defects, performance deficiencies, or changes to the Products or other issues or claims directly or indirectly based on or resulting from, in whole or in part, any one or more of the following:

- exposure to excessive variations or extremes in heat, humidity, moisture or dryness, including water saturation or exposure to the elements, chemicals, smoke, or similar abnormal conditions;
- accident, abuse, misuse, neglect, fire or flood, vandalism, normal wear and tear;
- alterations of the Product by persons other than Focal Point;
- non-intended use or combination of the Products with incompatible materials;
- improper handling, storage, installation, or application;
- color, shade, or other variations in color (including yellowing due to natural aging), grain, or markings ordinary to natural products, due to normal manufacturing variations, or that develop over time because of natural processes such as exposure to sunlight;
- minimal seams that are ordinary to the natural process of manufacturing;
- claims, issues, or failures resulting from fasteners, hardware and other accessories manufactured by third parties and provided or specified for use by Focal Point, which items will be subject to the third-party manufacturer's product warranty, if any; and
- damage caused during shipping is not covered under this Acoustical Product Limited Warranty.

## GENERAL TERMS AND CONDITIONS:

Focal Point's Limited Warranty extends only to the Product(s) (which includes both LED and Acoustical) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Limited Warranty may not be transferred or assigned by the original end user. Focal Point, at its sole option, will repair or replace any Focal Point warranted product defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Focal Point for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Focal Point reserves the right to determine whether to repair or replace. Focal Point is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Focal Point, but Focal Point shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer. This warranty does not include labor or equipment to remove or install fixtures or failed components. No charge back, or charge for labor or material, that does not have Focal Point's prior written approval will be honored, accepted or paid by Focal Point. If Focal Point chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Focal Point may, at its sole option, refund the purchase price or replace the Product(s) with a comparable product (that can show immaterial deviations in design and product specification).

Focal Point will not be responsible under this Limited Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; prolonged storage in adverse temperatures; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/ or any third party not engaged by Focal Point, improper or unauthorized use, improper installation (whether failure to follow Focal Point instructions or comply with

codes or use of non-Focal Point supplied materials to hang Product(s)), improper handling, storage, alteration, maintenance or service, including failure to abide by any product classifications, certifications or specifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Focal Point; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Focal Point's reasonable control. Focal Point also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Focal Point upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design.

If Products are used on existing foundations, anchorages or structures, the purchaser of the Products and/or any end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use.

This Warranty is not applicable to any Products which are not installed and operated in accordance with the current edition of the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL) or the standards for the American National Standards Institute (ANSI) and with Focal Point's instructions and guidelines for the Product.

Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized Focal Point customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Focal Point. No Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Focal Point customer service representative.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND FOCAL POINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FOCAL POINT'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM FOCAL POINT'S PERFORMANCE OR BREACH OF THIS WARRANTY, OR FROM FOCAL POINT'S SALE, DELIVERY, RESALE, REPAIR, OR REPLACEMENT OF ANY PRODUCT(S) OR THE FURNISHING OF ANY SERVICE, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCT(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD. IN NO EVENT SHALL FOCAL POINT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCT(S) OR ANY ASSOCIATED SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASER OF THE PRODUCTS OR THE END USER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS.

No agent, employee or representative of Focal Point has any authority to bind Focal Point to any affirmation, representation or warranty concerning Products sold by Focal Point and, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Focal Point's written acknowledgement of buyer/end user purchase order, or in standard printed materials provided by Focal Point, it does not form a part of the basis of any bargain between Focal Point and buyer/end user and shall not in any way be enforceable by buyer/end user.

**Agents and distributors are urged to provide a copy of this Limited Product Warranty to the end user customer in advance of placing the Product order. Focal Point 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.**