



3 YEAR WARRANTY

COVERAGE

STATEMENT OF WARRANTY: 3-YEAR

Horner Lighting Group is a division of Horner APG, LLC. Horner Lighting's products are warranted against manufacturing defects for a period of three (3) years from the date of purchase providing that the product is used and installed in accordance with the written instructions. This warranty coverage is limited to the original purchaser for commercial use, and is not transferable. All warranties are subject to the exclusions, limitations and restrictions set forth below.

PRODUCTS WITH 3 YEAR WARRANTY

- A19
- Par38
- ETG-TRI
- Tri-Proof Linear
- Tube Retrofits: L04, L08

EXCLUSIONS FROM WARRANTY COVERAGE

This warranty does not provide protection against, and Horner Lighting Group will have no liability under this warranty for, and no implied warranty shall be deemed to cover, any failure, defect or damage caused by events beyond normal exposure conditions, including but not limited to: (1) improper installation and/or failure to abide by Horner Lighting Group's installation guidelines; (2) use beyond normal use, or in an application not recommended by Horner Lighting Groups' guidelines and local building codes; (3) misuse, abuse, or neglect (including negligence in or failure to provide, reasonable and necessary maintenance); (4) any act of Nature (such as flooding, hurricane, earthquake, lightning, etc.), environmental conditions, or staining from foreign substances (such as dirt, grease, oil, chemicals, paint, etc.); (5) variations or changes in color of the product, (6) hail; or (7) normal weathering. Also, warranty coverage shall terminate and is not available for used, or from an insurance company that obtained the products as a result of an insurance claim; (8) direct water spray; (9) corrosive environment; (10) improper electrical ground

CLAIMS AND WARRANTY PROCEDURE

The purchaser must promptly notify Horner Lighting Group in writing of any suspected manufacturing defects found during the term. Notification must be sent to the following address:

Horner Lighting Group
Attn: Warranty Department
59 South State Avenue
Indianapolis, IN 46201

Purchaser must include in this notification a completed claim form and any additional information or documents as outlined in the claim form. Warranty claim forms can be obtained from www.Hornerlighting.com or by contacting the warranty department at 1-877-665-5666. Horner Lighting Group will then investigate the alleged defect and determine the validity of the claim. If Horner Lighting Group determines that the Purchaser's claim is valid, Horner Lighting Group reserves the right to determine whether to repair or replace the defective fixture.

This warranty shall not cover, and Horner Lighting Group shall not be responsible for, costs and expenses incurred with respect to the removal of the defective products or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**



Horner Lighting Group reserves the right to direct and or pay and independent company, dealer, contractor, installer or distributor to perform any remedy under this warranty on the manufacturer's behalf.

LIMITATIONS

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, HORNER LIGHTING GROUP MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION.

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

THE LIABILITIES OF HORNER LIGHTING GROUP ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL HORNER LIGHTING GROUP BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. THE LIABILITY OF HORNER ETG WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

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 warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

MISCELLANEOUS

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Horner Lighting Group. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Horner Lighting Group shall not be bound by any such statements other than those contained in this warranty.

This warranty is effective for all purchases made on or after January 1, 2016.
This warranty shall only be applicable and enforceable in the United States of America and Canada.
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RETURN POLICY

The purchaser has 60 days to return a product from the date in which the order was placed. A standard 25 % restock fee will be charged for each order after passing a product evaluation upon return. To be eligible for return, product must be in the same condition which it was received. Purchaser is required to complete a Return Merchandise Authorization (RMA) form found in the channel portal of the Horner Lighting website at www.HornerLighting.com to begin the return process.

Once Horner Lighting receives an eligible item for return, it will be inspected and the purchaser notified that the product has been received. Horner Lighting will notify the purchaser on the status of the product after inspecting the item.

If the return is approved, Horner Lighting will initiate a refund to the purchaser's original method of payment. The credit and/or funds will be received by the purchaser within 6-8 weeks depending on the purchaser's merchant refund policies.

Purchaser will be responsible for any and all shipping costs associated with the return process. Shipping costs are non-refundable. If the purchaser receives a refund, the cost of shipping will be deducted from associated refund.