



ProTerra FP-050-5000K Fixture Warranty

2' x 2' LED Flat Panel

ProTerra Lighting Inc. ("ProTerra")'s limited warranty to an end-user (the "User" or "you") for new ProTerra LED fixtures and/or products (each a "Product") is as follows (the "Warranty"): ProTerra warrants that new Products shall operate and shall be free from defects in materials and workmanship for the period of 5 years from the date of installation (the "Warranty Period").

During the Warranty Period, ProTerra shall replace a Product which is found to be defective. ProTerra shall not be responsible for paying any labour expenses and shipping expenses associated with such replacement and this shall be ProTerra's sole obligation to you under the Warranty. The Warranty shall be further subject to the terms and conditions specified below.

TERMS AND CONDITIONS

ProTerra shall have no liability under the Warranty and the Warranty shall not apply in the event of: (a) User not completing and returning the Warranty registration form attached hereto; (b) installation of a Product in a manner that is not accordance with ProTerra's specifications and instructions, including, without limitation, those set out in the instruction manual accompanying a Product; (c) installation of a Product not completed by a licensed electrician; (d) any repair or modification of a Product without the prior written consent of ProTerra; (e) the use of components, parts, accessories or other materials not manufactured by ProTerra in the modification or repair a Product; (f) use of a Product in conditions resulting in abnormal use or stress, including under/over voltage/current conditions, excessive switching cycles or operating hours or outside any applicable recommended operating conditions as set out in a ProTerra specifications.

ProTerra will not be liable under the Warranty where a Product is found to have been abused or modified by the User as determined by ProTerra in its sole discretion. ProTerra reserves the right to examine all returned Products and their specific installation location to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any Products are defective and covered under the Warranty.

WARRANTY ACTIVATION / SERVICE CLAIMS

You must make a valid Warranty claim to ProTerra in order to receive coverage under the Warranty. Warranty claims can be serviced by contacting ProTerra LED's Customer Service & Sales Center:

518-380-2791

Email: info@protterraled.com

If you are unsure whether a situation exists that is covered by the Warranty, please contact ProTerra's Customer Service & Sales Center for assistance.

RETURN OF DEFECTIVE PRODUCT

After contacting ProTerra regarding a claim under the Warranty, you must promptly return the Product and do so in accordance with the instructions provided by ProTerra for such return. ProTerra shall not be liable under the Warranty in the event of any failure to follow these instructions.

LIMITATION OF LIABILITY

THE WARRANTY SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE USER AND THE SOLE LIABILITY OF PROTERRA LED FOR PRODUCTS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL PROTERRA LED, ITS DIRECTORS, OFFICERS, OR AGENTS, BE LIABLE TO THE USER OR ANY THIRD PARTY, WHETHER IN CONTRACT, IN TORT, OR ON ANY OTHER BASIS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL LOSS, COST, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OR INABILITY TO USE THE PRODUCT, EVEN IF PROTERRA LED OR ITS DIRECTORS, OFFICERS, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS OR DAMAGES, OR IF SUCH LOSSES, COSTS, OR DAMAGES ARE FORESEEABLE. IN NO EVENT WILL PROTERRA LED, OR ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY DIRECT LOSSES, COSTS, OR DAMAGES THAT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER.

THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS LIMITED WARRANTY OR THE SALE OF PRODUCTS COVERED BY THE WARRANTY.

The document, including the Warranty shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.



Registration Form

LIMITED WARRANTY

YOU MUST COMPLETE AND RETURN THIS REGISTRATION FORM TO PROTERRA LIGHTING INC. ("PROTERRA") IN ORDER TO RECEIVE COVERAGE UNDER PROTERRA's LIMITED WARRANTY FOR NEW PROTERRA LED FIXTURES AND/OR PRODUCTS (A "PRODUCT").

Please photocopy this form and use it to register any installation of a Product. This form is also available on-line, which you may find by visiting our website at www.proterraled.com. All information collected by ProTerra will be handled in accordance with ProTerra's Privacy Policy.

Installation Information

Installation Location Name: _____ Installation Date: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Send Registration To: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone: _____ Email: _____

Operating Hours: _____ hours/day _____ days/year

Installer Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone: _____ Email: _____

Installer's Signature: _____

PRODUCT INFORMATION

** Please use a separate form if additional space is required for completing the following*

Product Name	Product Number	Serial Number

Please complete and return to:

**ProTerra Lighting Inc.
42 Sassafras Street
Kitchener, ON Canada
2N 3S1**