

## **Warranty**

### **BlackJack Lighting General Warranty**

Blackjack Lighting, LLC (“Blackjack” OR “BLL”) warrants to the original purchaser only (the “Buyer”) of all Blackjack products (the “Product”) that at the date of sale, the Product (a) conforms to BLL’s specification and (b) is free from defects in material or workmanship. Blackjack provides a limited, non-assignable one (1) year warranty against defects in materials or workmanship. Blackjack provides an additional limited three (3) year non-assignable warranty related to Blackjack’s integrated or replaceable LED light sources and LED power supplies that are included with a product at the time of purchase. These LED components will be covered against failure to operate, provided the piece is proven to be defective. This warranty applies only under conditions of normal use and only when installed in strict conformity with Blackjack supplied instructions and all applicable codes. The above warranty becomes effective from the Buyer’s date of sale. This term is referred to collectively as the “Warranty Period”. This warranty is non-transferable.

Claims for defective product must be submitted in writing to BLL’s customer service via email to [cs@blackjacklighting.com](mailto:cs@blackjacklighting.com) and must be made within the warranty period. Buyer will be requested to provide its original bill of sale or such other evidence showing the date of purchase and the identity of Buyer, which BLL at its sole discretion may accept or reject. Once BLL determines that the Product is eligible for warranty, BLL will first issue a Return Goods Authorization (“RGA”) number and further instructions. Buyer will be required to deliver the affected Product along with bill of sale to BLL with its RGA number. Buyer shall prepay all freight, transportation or insurance costs required for the return delivery.

If Product is determined to be eligible under this warranty, Blackjack’s warranty obligations are limited to repair or replacement of the applicable product or component. The warranty covers only the repair or replacement of the product or component itself. Blackjack has no liability for other costs (e.g., packing, shipping, labor, removal, installation) or losses.

By way of example, the replacement in a Blackjack multi-port fixture or modular system (e.g., Quatro, Duo) of the LED module, LED tri-pin, LED light kit (collectively, “Light Source”) both during and after the Warranty Period is considered a standard maintenance activity. If a product is within the Warranty Period, Blackjack will cover the cost of providing replacement parts only for the LED Light Source and Blackjack explicitly will not cover any labor (or other) costs related to Light Source replacement.

BLL will correct any failure of the Product or any defect in material or workmanship, with either new or used replacement parts sent to the customer. BLL at its option may choose to repair of the Product at BLL’s expense, at a location specified by BLL, and BLL may choose to retain title to all returned parts or Product. Blackjack will not be obligated to visit or have a representative visit the fixture installation site to investigate and/ or correct any claimed defect. If Product is determined to be eligible under this warranty, BLL will credit back to the Buyer all freight or transportation costs required for the return delivery. If BLL is unable to repair the Product to conform to the warranty after a reasonable number of

attempts, BLL will provide, at its option, a replacement Product. All replacement or repaired Product(s) are warranted only for the remainder of the original warranty period.

This warranty does not apply to Products that have been modified, improperly installed, or used in conditions or for purposes other than which are intended. BLL does not warrant (a) any product, components or parts not manufactured by or distributed by BLL; (b) defects caused by failure to provide a suitable installation and environment for the Product; (c) damage caused by the use of the Product for purposes other than those for which it was intended; (d) damage caused by the unauthorized attachment or modification to the Product; (e) damage caused by the removal or installation of the Product; (f) damage caused by the authorized repair or attempted repair of the Product; (g) damage caused during shipping; (h) damage caused by acts of God such as fire, flood, wind or lightning; (i) damage caused by force majeure such as war, terrorism, pollution, earth movement, flood, or nuclear hazard; (j) damage caused by improper installation; (k) damage caused by the misuse of the Product; or (l) product used in wet locations or harsh conditions without factory sealed connections.

In no event will BLL be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort or any other legal theories. Damages that BLL will not be responsible for include, but are not limited to, loss of profits; loss of facilities or services; labor charges; downtime; the claims of third parties, including Buyer; and / or injury to person or property.

BLL reserves the right to provide warranty replacement with suitable substitutes that do not adversely affect the soundness or quality of the product.

This warranty is understood to be the complete and exclusive warranty, superseding all oral or written prior representations or warranties and all other communications. No employee or agent of BLL or any other party is authorized to make any warranty in addition to those made in this warranty.

Warranty is voided for Product sold outside the U.S. and Canada.

Effective: January 1, 2021