

# MILE HIGH LED SYSTEMS

## LIMITED FIVE YEAR WARRANTY

**IMPORTANT NOTICE:** Read this entire Limited Warranty before purchasing, installing, or using this product. By purchasing, installing, or using this product, you are acknowledging that this Limited Warranty is part of the sale terms.

**COVERED PRODUCTS.** This Limited Warranty applies to the following Mile High LED Systems LED Light fixture (hereinafter referred to as the "Covered Products"). Mile High LED Systems makes the following express limited warranties for the Covered Products purchased within the United States, subject to the conditions and limitations stated below. These limited warranties are the exclusive warranties for the Covered Products. Mile High LED Systems disclaims all warranties, express or implied, for other products.

**LIMITED WARRANTIES.** The Mile High LED Systems LED Light is warranted to be free from defects in material and workmanship under normal use for period of (5) years from the date of original purchase. This limited warranty is extended to the original buyer of the Covered Products (the "Buyer"). Mile High LED Systems disclaims all warranties, express or implied, to subsequent purchasers or users. If the Buyer gives Mile High LED Systems notice as required below of a defect in materials or workmanship, Mile High LED Systems shall, at its sole option: (1) repair or replace the defective products; or (2) refund the original purchase price. Replacement products may not exactly match replaced products.

**FAILURE TO COMPLY WITH THE INSTALLATION AND OPERATING INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS THE BUYER ESTABLISHES THAT THE DEFECTIVE CONDITION IS NOT RELATED TO SUCH NONCOMPLIANCE.** This Limited Warranty does not extend to the use of the Covered Products under abnormal conditions, conditions that exceed the stated performance parameters of the products as provided on the product labeling and in the manual or instructions provided with the Covered Products, or under conditions not reasonably foreseeable to, or beyond the control of, Mile High LED Systems. Buyer assumes all risk of any such use. Any attempts at self repair shall void this limited warranty.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER.** Mile High LED Systems is not responsible for and makes no warranties as to the following: 1) product failures or damage due to normal wear and tear, exposure to excessive heat or moisture, corrosive chemicals or substances, improper installation, defects or conditions of the existing structure, misuse, abuse, modifications, and alterations; and 2) minor imperfections that do not affect the Covered Product's structural integrity or use.

**DISCLAIMER OF IMPLIED WARRANTIES.** Neither Mile High LED Systems, nor its authorized dealers, make any other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. In the event this disclaimer is deemed limited or ineffective, the terms and limitations of any implied warranties shall be the same as the express limited warranties contained herein.

**LIMITATION OF LIABILITY.** This Limited Warranty sets forth Mile High LED Systems' maximum liability for Covered Products. IN NO EVENT SHALL MILE HIGH LED SYSTEMS OR ITS AUTHORIZED DEALERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, OR USE OF ANY COVERED PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. If Mile High LED Systems provides any of the remedies identified above (*i.e.* repair, replace, or return of the original purchase price), then Buyer agrees that this limitation of remedy shall not have failed the essential purpose of the Limited Warranty.

**NOTICE OF CLAIM.** Buyer shall promptly notify Mile High LED Systems of any claim under this Limited Warranty. Mile High LED Systems reserves the right to deny any claims made by the Buyer more than one (1) year after any defect or other basis of a claim covered by this Limited Warranty is discovered by the Buyer or should have been discovered by the Buyer.

**CLAIM PROCEDURE.** You should make claims under this Limited Warranty in writing to Mile High LED Systems at [sales@mhtoled.com](mailto:sales@mhtoled.com) or by calling Mile High LED Systems LLC at [303-532-5698](tel:303-532-5698). Claims to Mile High LED Systems should include the following information: (1) the claimant's name, address, and telephone number; (2) the product description, purchase price, and the date and location of purchase; (3) copy of the sales invoice or receipt; (4) a description of your product concerns (you may include photos); and (5) a brief summary of the attempts you made to address the concerns. Buyer shall be responsible for shipment and insurance costs to send Covered Products to Mile High LED Systems.

**ENTIRE AGREEMENT.** This Limited Warranty, and all of the terms and limitations contained herein, constitutes the entire agreement between Mile High LED Systems and the Buyer. By purchasing, installing, or using the Covered Products, Buyer is not relying on any oral statements made by anyone, including its authorized dealers, which are in any way different or contrary to the terms and limitations of this Limited Warranty. By purchasing, installing, or using any of the Covered Products, Buyer acknowledges that authorized dealerships are not agents of Mile High LED Systems and any statements or representations made by authorized dealerships and their employees are not attributable to Mile High LED Systems.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you. This warranty is governed by the laws of the State of Colorado, excluding its conflict of laws principles. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.