



## **Warranty Statement**

### **THRIVE AGRITECH 5 YEAR LIMITED WARRANTY**

Thrive Agritech warrants to the original Purchaser of Product that its Thrive Agritech LED lamps and fixtures to be free from defects in material and workmanship for a period of five (5) years from the date of purchase. Warranty may be extended to date of installation by a licensed electrician if installed within ninety (90) days after date of purchase, and registered at time of installation via email at [service@thriveagritech.com](mailto:service@thriveagritech.com). Emails cannot be postdated or submitted retroactive. Date of production will serve as warranty date if the date of purchase is not provided, subject to the Terms and Conditions specified below. If a Thrive Agritech LED lamp or fixture fails to operate for the warranty period, Thrive Agritech will correct any failure of the Product to conform to specifications.

If a Thrive Agritech lamp or fixture is not repairable, a replacement product or a prorated refund of the purchase price will be given to the Purchaser.

**THIS LIMITED WARRANTY IS IN LIEU OF, AND EXCLUDES, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **TERMS AND CONDITIONS**

Warranty will be voided unless Thrive Agritech LED lamps are installed and operated in fixtures using INSTANT or Programmable START ballasts. This warranty will be voided unless Thrive Agritech LED fixtures are installed by a licensed electrician. This warranty will be voided in the event of conditions demonstrating abnormal use or stress, such as operating temperatures in excess of maximum rated temperatures, under/over voltage conditions, excessively moist areas, outdoor use, rusty, dirty, or cracked sockets, installation with the power on, modification of the lamp or fixtures by users, as well as improper lamp or ballast installation. The Thrive Agritech LED lamp cannot be installed into a light fixture without ballast, or with magnetic ballast. Warranty is non-transferable.

### **SERVICE CLAIMS / RETURN OF DEFECTIVE PRODUCT**

Service and warranty claims can be made by contacting 1-800-205-7216, or email [service@thriveagritech.com](mailto:service@thriveagritech.com) to receive instructions for problem resolution and/or product returns. Purchaser will be requested to provide its original bill of sale, or such other evidence showing the date of purchase and the identity of Purchaser and installer. Should it be determined that the product is defective through no fault of the user a Return Merchandise Authorization number



(RMA) will be issued. Purchaser shall promptly return the product to Thrive Agritech's Corporate Headquarters, 222 Broadway, 18th Floor, New York, New York 10038. Defective products returned after 30 days of RMA's date will not be accepted, and credit will not be issued for replacements. Failure to follow these procedures shall void this warranty.

#### **REPLACEMENT OF PRODUCT**

Thrive Agritech will correct any failure of the Product to conform to specifications or any defect in material or workmanship, with either new or used replacement parts, within a reasonable period of time. Such repair of the Product will be performed at Thrive Agritech's premises and its expense. If Thrive Agritech is unable to repair the Product to conform to the warranty after a reasonable number of attempts, Thrive Agritech will provide, at its option, a replacement Product or a prorated refund of the purchase price, which shall be based upon the length of time of use by Purchaser. All replacement or repaired Product(s) are warranted only for the remainder of the original warranty period.

#### **LIMITATION OF REMEDIES**

At no time shall Thrive Agritech 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 Thrive Agritech will not be responsible for include, but are not limited to, loss of profits; loss of facilities, loss of products or services; downtime; the claims of third parties, including customers; and / or the injury to property.

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