

BOOMLIGHT, LLC GUARANTEE

BOOMLIGHT LLC™ hereby warrants that new Helios™ or Orion™ metal structures purchased from authorized BOOMLIGHT™ dealers in the United States will be free from defects in materials and craftsmanship for the period of time stated herein, subject to certain states limitations.

In order to claim warranty, products must be registered via www.boomlight.com or 888.202.0115. BOOMLIGHT™ voids its obligations to warranty on any and all products not registered within 90 days of purchase. Please keep purchase order/invoice for registration purposes; failure to do so may result in the inability to register BOOMLIGHT™ products. For warranty assistance please call 888.202.0115 or email info@boomlight.com.

THE PERIOD OF WARRANTY any new Helios™ or Orion™ lighting options purchased from an authorized BOOMLIGHT™ dealer or BOOMLIGHT™ in the United States will be warranted against defects in material and workmanship for period of five (5) years from the date of purchase for all use/applications. Subject to exclusions noted herein. BOOMLIGHT™ light fixtures are rated for a 50,000 hour lifetime, therefore a five (5) year limited warranty exceeds the product rated lifetime of BOOMLIGHT™ lighting fixtures. BOOMLIGHT™ Helios™ or Orion™ structures purchased from an authorized BOOMLIGHT™ dealer or BOOMLIGHT™ in the United States will be warranted against defects in material and workmanship for a limited lifetime. Limited lifetime warranty of structure is non-transferable, only applicable to original purchaser and subject to exclusions noted herein.

DURING THE PERIOD OF WARRANTY any authorized BOOMLIGHT™ dealer will, free of charge, repair or replace at BOOMLIGHT's option, any part judged defective by BOOMLIGHT™ due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the product's warranty period. Failures other than those resulting from defects in material workmanship which arise solely as a result of owner abuse, use and or lack of proper maintenance are not covered by this warranty. All parts replaced under warranty become property of BOOMLIGHT™.

OPERATING CONDITIONS for all products must be under normal operating conditions of temperature, voltage vibration and on/off operations. This warranty does not cover products used in excess of normal business hours or under conditions outside their design specifications such as excessive heat or cold, or voltage variation. This warranty does not apply to any product which has been altered or subjected to a process which results in a change in its original condition or state.

GENERAL EXCLUSIONS from the warranty shall include failure caused by:

- a. Installation of parts or accessories that are not genuine BOOMLIGHT™ parts.
- b. Abnormal strain, neglect, or abuse.
- c. Wear and tear - wearing down of parts due to product use.
- d. Lack of proper maintenance.
- e. Accident or collision damage or any act of God.

SPECIFIC EXCLUSIONS

- a. Shall include parts replaced due to normal wear or routine maintenance.
- b. Excluded from this warranty are any incidental or consequential damages including loss of use.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

1. Operate and maintain the light as specified in the Owner's Manual.
2. Give notice to an authorized BOOMLIGHT™ dealer of any and all apparent defects within ten (10) days of discovery and make the machine available at the time of inspection and repairs at such Dealer's place of business. You may locate your nearest authorized BOOMLIGHT™ Dealer online at www.boomlight.com

SELLER LIABILITY under this warranty shall be strictly limited to replacement of defective products returned prepaid to Seller's designated distribution center or presented to an authorized representative. Coupons may be issued on small warranty amounts where packaging and freight costs are prohibitive.

TERMS, CONDITIONS AND POLICY

<p>This order is not binding upon BOOMLIGHT™ LLC, (Seller), until accepted by Seller at its home office in Wichita, Kansas. The Purchaser recognizes that this is a bona fide order and thus is not subject to cancellation. If accepted, the order is subject to the following terms, conditions, and policy:</p> <ol style="list-style-type: none"> 1. Prices are based on quantities shown FOB at one of the Seller's warehouses. All freight, federal state and local taxes, duties, etc. wherever applicable shall be added to the invoice as a separate charge to be paid by the Purchaser. The terms of payment are net cash, due on receipt. All monies payable to BOOMLIGHT, LLC Method and route of shipment are at Seller's discretion. 2. Seller will attempt to ship all orders as soon as possible; however, Seller will not be liable for any delay in the performance or shipment of orders or for any damages or costs in direct consequence or otherwise suffered by Purchaser by reason of any such delay. All agreement contingent upon strikes, accidents, or other causes beyond our control. 3. Claims for defective merchandise or shortages shall be deemed waived and released by purchaser unless made in writing within 10 days after arrival of merchandise. All claims for merchandise damaged in transit must be filed with carrier within two (2) weeks of receipt of shipment. Please verify if there has been any damage to the merchandise covered by this purchase order. If so, immediately secure an inspection report from the carrier covering the damage so that our claim may be honored. 4. No return shall be made without prior approval and receipt of authorized return permit labels from Seller. Credits for returns will not be issued without prior written approval. All authorized returns are subject to a 40% restocking charge for catalog products. All unauthorized returns shall become the property of the Seller. 5. This order shall contain the entire agreement of the parties. Manufacturer's Representative are not authorized to modify this agreement in any way. Purchaser acknowledges that no promises or agreements, written or oral, other than those contained in this order have been made by seller. 	<ol style="list-style-type: none"> 6. No returns on custom builds 7. Installation of merchandise shall be the sole responsibility of the Purchaser. Neither Seller nor any of its Manufacturer's Representatives are authorized to make any installations. 8. By signing this agreement you acknowledge and agree to the telephone number(s) listed in the order are exempt from federal, state or other "do not call" lists or registries, and that you waive your right to enforce such rules and agree to hold harmless and indemnify BOOMLIGHT, LLC for any and all costs or expenses which arise out of the enforcement of such rules with regard to the number(s) listed. 9. SALES PROMOTION POLICY – Order for the Seller's products are solicited by Manufacturer's Representatives acting as independent contractors or designees, recycling or other rebates, credits, sales promotions items and other types of sales promotions in connection with their marketing efforts. The Seller's policy relating to the use of sales promotional items is as follows: Sales promotion items (for example, lighting products or other useful business items) recycling or other rebates or credits may be given to the Purchaser or its representatives or designees authorized to receive such items. 10. VENUE, JURISDICTION AND LAW TO GOVERN – Purchaser agrees that any action by either party concerning the agreement shall be venue in the courts in the State of Kansas. Purchaser hereby submits to the personal jurisdiction of the courts of Kansas, both federal and state, in any action with respect to, or arising out of, this Agreement. This Agreement shall be construed in accordance with the laws of the State of Kansas. 11. CASH TERMS: Due upon receipt unless otherwise agreed to in writing between Seller and Purchaser. 12. Payable Only to BOOMLIGHT, LLC. 13. All shipments F.O.B Seller's Warehouse. 14. We do NOT ship on trial or consignment.
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