

## WAYMARK PRODUCTS, LLC LIMITED WARRANTY (LIGHTING PRODUCTS)

## WHO AND WHAT ARE COVERED BY THIS WARRANTY

Waymark Products, LLC ("Waymark") warrants to the original purchaser/homeowner that its lighting accessory products, (the "Lighting Products"), excluding batteries, will be free from manufacturing defects for a period of two (2) years from the date of purchase.

Should any defect occur during the warranty period, Waymark will repair or replace, at its option, the defective Lighting Products. In lieu of repair or replacement, Waymark also reserves the right to refund the amount paid by the original purchaser/homeowner for the Waymark Lighting Product and such refund shall fully discharge all obligations and liabilities of Waymark under this warranty.

## WARRANTY LIMITATIONS

This warranty does not apply to or provide protection against any failure, defect or damage resulting from events or conditions that are beyond normal exposure or customary usage, including, but not limited to: misuse, abuse, neglect or improper handling or storage; improper installation; use of other products that do not properly fit with the Lighting Products; impact of foreign objects, fire, earthquake, flood, lightning, or other acts of God; movement, settling or collapse of the ground or structure on which the Lighting Product is installed; discoloration or other damage caused by air pollution, mildew, chemicals, or normal weathering.

The purchaser/homeowner acknowledges that Waymark may, without notice, discontinue or modify any of its Lighting Products, including without limitation, the size, style or color of the Product. If Waymark replaces any Lighting Products under warranty, it may substitute Products designated by Waymark to be of comparable quality or price range in the event the Lighting Product initially installed has been discontinued or modified.

This warranty is not transferable.

THIS WARRANTY REPLACES, SUPERSEDES, AND EXLUDES ALL OTHER WARRANTIES, ORAL, WRITTEN OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WAYMARK BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO STRUCTURES, THEIR CONTENTS, OR ANY PERSON THEREIN, RESULTING FROM A BREACH OF THIS WARRANTY. WAYMARK DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS, OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXLUSION OF, IMPLIED WARRANTIES, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## WHAT THE PURCHASER MUST DO

The Homeowner/Purchaser must properly notify Waymark in writing of any manufacturing defect and provide proof of purchase. All notification should be sent to: Waymark Products, LLC, 3300 Pinson Valley Parkway, Birmingham, AL 35217, Attention: Warranty Department, Or email Sales@waymarkproducts.com. The Purchaser may be required to send the defective product to Waymark for analysis. Waymark will then investigate the claim. If a defect covered by this Warranty is confirmed, Waymark, within a reasonable amount of time after inspection, will repair or provide a replacement for the Lighting Product, or refund the amount paid by the Purchaser for the Product, per the terms of this warranty.