

Product Warranty Policy and Procedure



Luztek, Inc
<http://luztek.com>

2017. 1.



Luztek, Inc
333 W. Altesia Blvd
Compton, CA 90220

LIMITED PRODUCT WARRANTY

LUZTEK, INC. WARRANTS TO THE ORIGINAL BUYER ONLY THAT THE PRODUCTS LISTED BELOW ARE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF FIVE (5) YEARS OR 50,000HRS EXCEPT AS INDICATED BELOW:

- LED T8 LAMPS
- LED T5 LAMPS

WARRANTY CLAIM PROCEDURES

THE ORIGINAL BUYER MAY SUBMIT A WARRANTY CLAIM UNDER THE WARRANTY CLAIM PROCEDURES AVAILABLE AT <http://luztek.com>

WARRANTY TERMS AND CONDITIONS

THE WARRANTY IS SUBJECT TO THE FOLLOWING:

- THE WARRANTY IS LIMITED TO THE ORIGINAL BUYER ONLY AND IS NON-TRANSFERABLE AND NON-ASSIGNABLE.
- THE WARRANTY IS VALID ONLY WHEN PAYMENT FOR THE RESPECTIVE PRODUCT HAS BEEN PAID FOR IN FULL.
- THE WARRANTY ONLY COVERS THE COST FOR REPAIR OR REPLACEMENT – AT SELLER’S DISCRETION – OF THE PRODUCTS.
- SELLER RESERVES THE RIGHT TO EXAMINE THE PRODUCT AND TO BE THE SOLE JUDGE AS TO WHETHER THE DEFECT IS COVERED UNDER THE WARRANTY.
- PRODUCTS THAT ARE DAMAGED AS A RESULT OF EXTERNAL CAUSES SUCH AS ACCIDENT, ABUSE, MISUSES, MISHANDLING, FIRE, WATER DAMAGE, THEFT, VANDALISM, RIOT, EXPLOSION, NATURAL DISASTER, OR OTHER RELATED CAUSES ARE EXCLUDED UNDER THE WARRANTY.
- PRODUCTS THAT ARE DAMAGED DUE TO CONDITIONS DEMONSTRATING MISUSE SUCH AS FAULTY INSTALLATION, ABNORMAL USE, EXTREME ENVIORNMENTAL CONDITIONS, MAXIMUM RATED TEMPERATUES, UNDER/OVER VOLTAGE CONDITIONS ARE EXCLUDED UNDER THE WARRANTY.
- PRODUCTS THAT ARE DAMAGED DUE TO IMPROPER INSTALLATION, NOT FOLLOWING INSTRUCTIONS, IMPROPER OR INADEQUATE MAINTENANCE, ACCIDENT, OR TAMPERING ARE EXCLUDED UNDER THE WARRANTY.

WARRANTY DISCLAIMERS

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL OTHER LIABILITIES (CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE) AND SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. THIS WARRANTY WILL AUTOMATICALLY TERMINATE AND BECOME VOID UPON THE SALE, TRANSFER OR CONVEYANCE OF THE PRODUCT.

SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, EXPENSES, LOSS TO THE BUILDING OR LOSS OF THE USE THEREOF, EITHER IN CONTRACT, NEGLIGENCE OR TORT, ARISING OUT OF ANY FAILURE OF THE PRODUCTS, BREACH OF WARRANTY OR FOR OTHER CAUSES.

SELLER DOES NOT MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH PRODUCTS. THE CONDITIONING OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE PRODUCTS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF.



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WARRANTY CLAIM PROCEDURES

THESE WARRANTY CLAIM PROCEDURES MUST BE STRICTLY COMPLIED WITH BY THE ORIGINAL CUSTOMER IN ORDER FOR KUMHO ELECTRIC USA, INC. (SELLER) TO HONOR ANY CLAIMS.

ANY CUSTOMER MAKING A WARRANTY CLAIM MUST HAVE REGISTERED THE PRODUCT WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WITH SELLER AT <http://luztek.com>

PROCEDURES. Warranty claims shall be processed as follows:

- (a) Customer must submit online the Return Goods Form (RGA) that can be found online. All the requested information on the RGA must be provided in order for your claim to be processed. The RGA will request relevant information such as the contact person's name and telephone number, purchase order no., invoice no., product no. / serial no., quantity ordered, and a detailed description of the failure issue. If the RGA is not fully completed, Seller will not be able to begin the process which could delay or automatically reject your claim.
- (b) Within 48 hours of submitting the RGA, Seller will contact Customer either through a telephone call or via email using the contact information submitted on the RGA. If a Seller's representative does not contact you within this time frame, you can either call Seller directly via telephone (949) 517-2385 or email warranty@luztek.com. Please note that Seller's representatives may request additional information for identity purposes as well as to verify that your claim has been properly submitted.
- (c) Once the RGA is received, a Seller's representative will call you with an RGA no. Any product(s) that is returned to Seller must have a RGA no. Returned products without an RGA will automatically be rejected.
- (d) Customer is required to return the product with the RGA Form and RGA no. within thirty (30) days of receiving the RGA No. All products must be returned in the original packaging. If you do not return your product during this time period, your RGA no. will expire and a new RGA must be submitted.
- (e) Upon receiving the defective product and RGA Form, Seller will inspect the returned product and confirm – at its sole discretion – whether there is a manufacturing defect and if Customer warranty claim requirements (see, Warranty) and procedures.
- (f) If a defect is found, Seller shall either repair or replace – at Seller's sole discretion – the product for customer. The warranty only includes the value of the product. Seller will not be responsible for shipping or installation whatsoever.