



Matteo Lighting Limited Warranty

Limited Warranty (“Warranty”): Subject to the exclusions set forth below, Matteo Lighting, Inc. (“Matteo”) warrants that (i) all Matteo manufactured products (“Products”) will be free from defects in material and workmanship which cause the Products to fail to operate in accordance with the specifications set forth in the documentation published or provided with the Products (the “Specifications”) for a period of one (1) year from the date of shipment (“Non-LED Warranty Period”) and (ii) all Matteo light emitting diode (“LED”) Products, will be free from defects in material and workmanship which cause the Products to fail to operate in accordance with the Specifications for a period of five (5) years for RESIDENTIAL USE (daily operating use under 8 hrs) or for a period of two (2) years for COMMERCIAL USE (daily operating use over 8 hrs) from the date of shipment (“LED Warranty Period”). For purposes of this Warranty, references to “Warranty Period” shall refer to either the Non-LED Warranty Period or the LED Warranty Period, depending on the type of Product purchased by the End User. Matteo warrants that any standard finish on a Product will be free from cracking, peeling and corrosion defects during the applicable Warranty Period.

Exclusions: This Warranty applies only when the Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications, including, without limitation, installation in applications in which ambient temperatures are within the range of specified operating temperatures and operation within the electrical values shown on the Specifications. Matteo shall have no responsibility under this Warranty for any failure of the Products that results from external causes including without limitation: acts of nature; physical damage; exposure to adverse or hazardous chemicals or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Products; environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; fatigue failure or similar phenomena resulting from induced vibrations, harmonic oscillation or resonance associated with movement of air currents around the Product; animal or insect activity; fault or negligence of the purchaser of the Products, improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, use of Products with products, processes or materials supplied by the purchaser of the Products, any end user or third parties, or any other occurrences beyond Matteo’s reasonable control. In addition, Matteo shall have no responsibility under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Products. The Products are not warranted against costs that may be incurred in connection with changes or modifications to the Products required to accommodate site conditions and/or faulty building construction or design. In addition, the Products are not warranted against cost resulting from installation of third party components, failures of third party supplied components, or failures of Matteo supplied Products caused by third party supplied components.

This Warranty is not applicable to any product(s) which are not installed and operated in accordance with the Standards for Safety of Underwriters’ Laboratory, Inc. (UL), or Canadian Underwriters Laboratory, Inc. (CUL), or North American Safety Standards (ETL) and with Matteo instructions and guidelines for the Product.

THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT WAS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY MATTEO IN WRITING.

Remedy: If the Product(s) fail to comply with the terms of this Warranty and the end user (and the purchaser of the Product(s) if different from the end user) has fully complied with all of the obligations under this Warranty and the Terms and Conditions of Sale for Matteo including, without limitation, payment in full in respect of the Products, Matteo, at its sole option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). Specifically, Matteo will repair the Product, replace with a similar or like Product (as determined by Matteo in its sole discretion), or issue a credit to the purchaser which may be used for future Matteo product purchases. (The amount of such credit shall be calculated by Matteo at its sole discretion). Matteo reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this Warranty. This Warranty excludes any and all removal or reinstallation costs and expenses including, without limitation, labor and equipment required to remove and/or reinstall original or replacement Product(s) or parts, shipping costs to return nonconforming Products(s) or any damage that may occur during the return of any Product(s) to Matteo. This Warranty only extends to the Products as delivered to, and is for the sole and exclusive benefit of, the end user of the Products at the original location. This Warranty may not be transferred or assigned by the end user. The repair, issuing of future purchase credit or replacement of any Products or component part within the Products is the sole and exclusive remedy for failure of the Products to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding Products must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized Matteo customer service representative. Products or component parts may be required to be returned for inspection and verification of non-conformance by Matteo, but no Products or component parts will be accepted for inspection, verification or return unless accompanied by a completed return materials authorization (RMA) form which can be obtained only from an authorized Matteo customer service representative. Matteo is not responsible for any costs and expenses incurred in connection with the shipment of Products to Matteo, but Progress shall bear all cost and expense incurred in connection with the shipment of replacement Products to the end user.

LIMITATION OF LIABILITY: IN NO EVENT SHALL MATTEO'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM MATTEO'S PERFORMANCE OR BREACH OF THIS WARRANTY, OR FROM MATTEO'S SALE, DELIVERY, RESALE, REPAIR, OR REPLACEMENT OF ANY PRODUCT(S) OR THE FURNISHING OF ANY SERVICE, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCT(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD. IN NO EVENT SHALL MATTEO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCT(S) OR ANY ASSOCIATED EQUIPMENT, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASER OF THE PRODUCTS OR THE END USER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS.

Right to Modify or Discontinue Warranty: This Warranty is effective for the purchases of Products on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Matteo reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

Effective June 1, 2017 Limited Warranty ("Warranty")

