

Optique Warranty Terms

Effective March 2023

The warranty obligations of Optique LLC (Optique) are limited to the terms set forth below.

What is Covered

This limited warranty covers defects in materials and workmanship of Optique products.

What is Not Covered

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packaging, shipping, lightning, power surges, or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of the product from any installation, any unauthorized tampering with the product, any repairs attempted by anyone unauthorized by Optique to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with Optique products.

Without limiting any other exclusion herein, Optique does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

Length of Warranty

Due to the different technologies used in Optique products, the warranty period varies depending on the product. Please refer to the individual product specification sheets on www.AlloyLED.com for all warranty periods.

Who is Covered

Only the original purchaser of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners.

What Optique Will Do Under This Limited Warranty

Optique will, at its sole discretion, provide one of the following three remedies to whatever extent deems necessary to satisfy a proper claim under this limited warranty:

1. Elect to repair or facilitate the repair of any defective products within a reasonable time period, free of any charge for the necessary parts and labor to complete the repair and restore the product to its proper operating condition.
2. Replace the product with a direct replacement or with a similar product deemed by Optique to perform substantially the same function as the original product.
3. Issue a refund of the original purchase price, less depreciation, to be determined based on the age of the product at the time remedy is sought under this limited warranty.

What Optique Will Not Do Under This Limited Warranty

Optique will not be responsible for any labor costs whatsoever incurred related to the original installation of our product, removal of our product, or the re-installation of the replacement product, whether or not it is deemed that the product in question falls under our stated warranty. Optique is also not responsible for the costs of any other materials that may be damaged as a result of repairing and/or replacing Optique products. Optique will not be responsible for any costs related to any setting up of this product, any adjustment of user controls, or any programming required for a specific installation of this product.

Returned products must be insured during shipment, with the insurance and shipping charges prepaid by the customer. If this product is returned uninsured, the sender assumes all risks of loss or damage during shipment.

How to Obtain a Remedy Under This Limited Warranty

To pursue any remedy under this limited warranty, you must contact the Optique Customer Service Department at 800.910.5537 or solutions@alloyled.com to request a Return Merchandise Authorization (RMA). Requests for an RMA form must clearly state the reason for return, proof of purchase, and the preferred resolution. All returns must include a preapproved RMA form issued by an Optique authorized agent with the RMA number affixed to the returned product packaging. For more details on returning products to Optique, please see the Returns section in our Terms and Conditions document.

Limitation on Liability

The maximum liability of Optique under this limited warranty shall not exceed the actual purchase price paid for the product. To the maximum extent permitted by law, Optique is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty or condition, or under any other legal theory.

Exclusive Remedy

To the maximum extent permitted by law, this limited warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, express or implied. To the maximum extent permitted by law, Optique specifically disclaims all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Optique cannot lawfully disclaim or exclude implied warranties under applicable law, then all implied warranties covering this product, including warranties of merchantability and fitness for a particular product, shall apply to this product as provided under applicable law.

Disclaimer

Optique has carefully reviewed this price sheet and has made every attempt to provide the most accurate and updated information available at the time of printing. However, by using this price sheet, you understand and agree that Optique, LLC, its officers, employees, and independent representatives cannot be held liable in any way for errors, omissions, or unforeseen changes to the information provided.