



Electro-Matic Visual, Inc. - Manufacturer Warranty

Letter of Limited Warranty – Electro-Matic AP & AR Series LED Lighting

Electro-Matic Visual, Inc., Farmington Hills, MI referred to herein as “EMV”, warrants its products, referred to herein as “Product”, when delivered in new condition and in original packaging, to be free from defects of material and workmanship for a period of five (5) years for luminaire housing, finish, LED modules, connectors, SPD, terminal blocks and power supply. EMV will under warranty obligation, repair or replace defective part/product at its discretion based on the overall performance.

Definition of Defect: A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the product. Driver defects includes functional problems of IP system, power factor etc. which affect the function of the product will be considered as defects under this warranty obligation.

This limited warranty does not apply to any product or parts that have been subject to: misuse; negligence; abuse; mishandling; neglect, improper installation, improper grounding, storage, or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply, electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by EMV or applicable civil, safety and electrical codes or attempted repair/modification and other improper service of the Product performed by anyone other than EMV or authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product.

EMV’s sole liability for defects or breach of warranty shall be replacement of the parts involved, and, in no event will EMV be liable for incidental, compensatory, indirect, special or consequential damages or losses including property damage or other loss as related directly or indirectly to the use of Product.

In no event shall EMV be liable for incidental, compensatory, consequential, indirect, and special or other damages, losses including property damage or other loss, personal injury as related directly or indirectly to the use of Product or caused by installation and transportation or negligence during installation and transportation or adjustment. EMV’s aggregate liability with respect to a defective product shall in any event be limited to the monies paid to EMV for that defective product. The limitations contained in this section apply regardless of the basis of the claim or the form of action including, without limitation, negligence or other tort, or breach of contract. EMV claims no liability for the cost of installation or any other cost incurred during the use of products manufactured by EMV. No representative is authorized to assume additional liability for EMV.

To order a warranty claim, you must notify EMV in writing within 30 days after discovering defects. All returns must provide proof of purchase such as the original invoice from EMV. EMV must issue a Return Material authorization (RMA), prior to shipping. Returns will be shipped at buyer’s expense. If EMV finds the product working properly, Buyer may be billed for testing, re-packaging, and shipping. If the Product was under Warranty and EMV replaces or repairs the defective product, EMV will pay for return shipping to the customer. In no case will EMV be liable for any cost incurred in removing or installing the Product, even if the Product has failed under a covered Warranty.

EMV reserves the right to make product specification changes to any product at any time, as deemed necessary without prior notice to the customers. This warranty is effective for purchases of product on or after the effective date set forth below. EMV reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with EMV on or after the effective date of such revised warranty. No other warranties are implied and there are no warranties extended beyond those stated herein.

If the warranty has expired, EMV will provide a quote to repair prior to making any such repairs. For pricing information on out of warranty repair, contact EMV Customer Service at 248-478-1182.



Manufacture’s Certificate of Compliance

Date: June 4, 2015

Re: American Recovery Act. Compliance
Per Section 1605 of arra-09

Products: ELECTRO-MATIC AP and AR SERIES PRODUCTS Manufactured by *ELECTRO-MATIC VISUAL, INC.*

ELECTRO-MATIC VISUAL, INC. hereby certifies *ELECTRO-MATIC AP and AR SERIES LED LIGHTING PRODUCTS* are manufactured at our facility located at *23660 Industrial Park Ct., Farmington Hills, MI 48335*, United States of America, complying with section 1605 of ARRA-09 requirements with regards of determining whether substantial transformation has occurred in the U.S.A.

Questions for Determining Whether Substantial Transformation has occurred in the U.S.:

Questions	Y e s	N o
1. Were all of the components of the manufactured good manufactured in the United States, and were all of the components assembled into the final product in the U.S.? (If the answer is yes, then this is clearly manufactured in the U.S., and the inquiry is complete)		√
2. Was there a change in character or use of the good or the components in America? (These questions are asked about the finished good as a whole, not about each individual component)	√	
a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?	√	
b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?	√	
c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?	√	
3. Was there a change in character or use of the good or the components in America? (These questions are asked about the finished good as a whole, not about each individual component)	√	
4. Was (/were) the process (es) performed in the U.S. (including but not limited to assembly) complex and meaningful?	√	
a. Did the process (es) take a substantial amount of time?	√	
b. Was (/were) the process (es) costly?	√	
c. Did the process (es) require particular high level skills?	√	
d. Did the process (es) require a number of different operations?	√	
e. Was substantial value added in the process (es)?	√	