Diamond P Industries

*Diamond Series Lifetime Warranty

Issue # _____

TERMS AND CONDITIONS

*Limited Warranty as follows:

*COVERAGE:

The Diamond P Industries Inc. limited “Diamond Series **Lifetime** Warranty” extends only to a purchaser of the L7250 Outdoor LED In-ground Up-light or variation(s) which have been issued a limited “Diamond Series **Lifetime** Warranty” Certificate and paid for the L7250 or its variation(s) in full, as well as any subsequent registered owner of the property to which the product is affixed who has been issued a Confirmation of Change. Failure to follow the Registration and Transfer procedures or any other provisions hereof will invalidate any and all warranties provided by the limited “Diamond Series **Lifetime** Warranty” and described herein.

*APPLICATION:

Any unauthorized use of the Diamond P Industries Inc. Product or its installation other than in accordance with the standard written instructions will void the limited “Diamond Series **Lifetime** Warranty.” The replacement or repair of the Diamond P Industries Inc. L7250 or its variations shall not extend the terms of the limited “Diamond Series **Lifetime** Warranty” or increase its scope.

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*REGISTRATION AND TRANSFER:

In order to be covered by the limited "Diamond Series **Lifetime** Warranty" described below, the purchaser must have registered said warranty within 100 days of the purchase date of the L7250 or its variation(s) by sending a completed Warranty Request Card (the "Diamond Request Card") by return mail. Once received, Diamond P Industries Inc. will provide the purchaser with an official limited "Diamond Series **Lifetime** Warranty" Certificate (the "Diamond Certificate") which bears a unique identification number to indentify the specific L7250 purchased for which warranty coverage is granted. If this warranty has not been properly registered, the duration of this limited warranty shall be reduced to 2 years from the date of purchase of the L7250 or variation(s). In the case of a subsequent registered owner of the property to which the Diamond P Industries Inc. Product is affixed, such subsequent owner shall provide written notice of such transfer by registered or certified mail within 100 days of such transfer, together with a registration change fee of 25.00. If the purchaser or the subsequent owner does not receive their "Diamond Certificate" or "Confirmation of Change" within 30 days of having sent the required documentation (and fee as applicable), they should contact Diamond P Industries Inc. by telephone (800-xxx-xxx ext. 22) to confirm our receipt of it.

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*REQUIREMENT TO GIVE NOTICE:

Any person claiming under this limited "Diamond Series **Lifetime** Warranty*" must notify Diamond P Industries in writing by registered or certified mail of any and all claims arising under such limited warranty no later than 30 days after acceptance of the Diamond P Industries Inc. product or the discovery of the alleged defect. Failure to do so will invalidate any and all warranties provided by Diamond P Industries Inc. and described herein.

*LIMITED WARRANTIES:

Subject to the limitations set out herein, upon issuance of the limited "Diamond Series **Lifetime** Warranty" or confirmation of change, Diamond P Industries Inc. warrants to the holder thereof as follows:

1. That, for a period of **LIFE**, following proper installation the L7250's or variation(s) aluminum housing and corresponding aluminum covers will be free of manufacturers defects and will remain intact against the elements, forces of nature, and wind uplift up to 100 mph. Should any L7250 or variation(s) covered by the limited warranty ("Diamond Series **Lifetime** Warranty") prove defective and or succumb to destruction by exposure to elements natural forces. Diamond P Industries Inc. will, at its sole option, repair or replace such defective product.
2. That for a period of 5 years, all internal wiring, high temperature socket(s), potting, and borosilicate glass lens shall be without factory defect and will resist the elements forces of nature, and wind uplift in any wind up to 100 mph.

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*NO OTHER WARRANTIES:

THE DESCRIPTION OF THE FORGOING WARRANTIES, IF APPLICABLE ARE THE ONLY WARRANTIES GIVEN BY DIAMOND P INDUSTRIES INC. AND ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WARRANTIES IMPLIED AT LAW REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR ANY OTHER MATTER ARE EXPRESSLY NEGATED AND WAIVED. ANY DISTRIBUTORS, DEALERS, OR INSTALLERS OF DIAMOND P INDUSTRIES INC. PRODUCTS ARE NOT AUTHORIZED TO EXTEND OR MODIFY THE TERMS OF THE LIMITED "DIAMOND SERIES **LIFETIME** WARRANTY" IN ANY MANNER. LEGAL RIGHTS VARY FROM JURISDICTION TO JURISDICTION SO THE TERMS OF THIS EXCLUSION OR THE LIMITED WARRANTY MAY NOT APPLY TO YOU.

*LIMITATION OF LIABILTY:

UNDER NO CIRCUMSTANCES SHALL DIAMOND P INDUSTRIES INC. BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGE CAUSED BY LEAKS), EVEN IF DIAMOND P INDUSTRIES INC. WAS AWARE OF THE POTENTIAL OF SUCH DAMAGES OR PUT ON NOTICE THAT'S UCH DAMAGES COULD OCCUR. IN ALL CASES, DIAMOND P INDUSTRIES INC. AGGREGATE LIABILITY TO ALL PERSONS WITH RESPECT TO ANY DIAMOND P INDUSTRIES PRODUCT SHALL BE LIMITED TO THE PRICE ACTUALLY PAID BY THE PURCHASER FOR THE SUPPLY OF L7250 OR ITS VARIATION(S). LEGAL RIGHTS VARY FROM JURISDICTION TO JUSRIDICTION SO THE TERMS OF THIS LIMITATION MAY NOT APPLY TO YOU.

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***<u>WITHOUT LIMITING THE FOREGOING, NO WARRANTY SHALL APPLY AND DIAMOND P INDUSTRIES INC. SHALL NOT BE LIABLE TO ANY PERSON IN ANY OF THE FOLLOWING CIRCUMSTANCES</u>:**

1. Any damage caused by the improper installation of a L7250 or variation(s) other than in accordance with the Diamond P Industries Inc. standard written instructions and with due care.

2. Any damage to a L7250 or variation(s) that is caused, directly or indirectly, from any defect in or damage to any part of the structure on which such product has been installed, or by any subsequent settlement and movement, etc. of such structure.

3. Any failure, defect or damage to the L7250 or variation(s) resulting from the misuse, abuse or neglect of said Product or from the handling or storage of said Product other than in accordance with Diamond P Industries Inc. standard written instructions.

4. Any injury or damage suffered as a direct or indirect result of fire, earthquake, flood, lightning, hurricane, hail tornado, violent storm or other casualty of God, except as specifically provided otherwise in the limited "Diamond Series **Lifetime** Warranty".

5. Any defect to a L7250 or variation(s) that the purchaser was aware of prior to installing the Product for which it failed to notify Diamond P Industries Inc. in writing prior to such installation or for which the purchaser refused to permit Diamond P Industries Inc. to examine to ascertain the nature of the defect.

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*SEVERABILITY:

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

*RIGHT TO DISCONTINUE OR MODIFY:

Diamond P Industries reserves the right to discontinue or modify any Diamond P Industries Inc. Products without notice, and shall not be liable to any person as a result of any discontinuance or modification. If Diamond P Industries Inc. replaces any Product, which has been discontinued or modified, whether in accordance with the limited "Diamond Series **Lifetime** Warranty" or otherwise, it may be substitute an alternative Diamond P Industries Inc. Product to that being replaced that is designed by Diamond P Industries Inc. to be of comparable quality or price, and Diamond P Industries Inc. shall have no further obligations to any person with respect thereto.

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*HOW TO MAKE A CLAIM:

In order to be eligible for performance under the limited "Diamond Series **Lifetime** Warranty", the L7250 or variation(s) must have been and continue to be properly registered with Diamond P Industries Inc. in the claimants name as provided for above and that claimant must notify Diamond P Industries Inc. of the circumstances giving rise to the claim within 30 days of discovering such circumstances by contacting the Diamond P Customer Care Division at 800-xxx-xxxx ext. 22 or at www.diamondp.com//help.asp. Alternatively, concerns may be sent in writing by registered or certified mail to Diamond P Industries Inc. 801 W. Riggin Rd. Muncie, IN 47303. All claims must include

1. A copy of the limited "Diamond Series **Lifetime** Warranty" or "Confirmation of Change."
2. Proof of the date of purchase.
3. Proof of the date of installation.
4. A refundable service fee in the amount of 25.00, which is the estimated cost of investigating each claim.

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