

6 Year Limited Warranty

Models: tSMART Tube, tSMART Switch, A-series, D-series and E-series

WARRANTY

For a period of six (6) years following the date of original purchase from toggled or an authorized reseller, toggled warrants that its tSMART Tube, tSMART Switch and LED replacements for fluorescent tubes model series A, D and E (the "Product") are (i) free from defects in the material and workmanship and (ii) will, under normal use and conditions, substantially conform to the published specifications available at the time of original purchase (the "Warranty").

PRODUCT REGISTRATION

The Warranty shall only apply to Products which have been appropriately registered with toggled. Product and installation location must be registered at www.toggled.com/warrantyregistration.

The Warranty is non-transferable. Notwithstanding the foregoing, the Warranty is transferable to a buyer in connection with the sale of a facility, building, or structure where the Product was originally installed.

WARRANTY CLAIM PROCESS

All claims that the Product fails to meet the Warranty (each a "Warranty Claim") must be initiated in accordance with the following Warranty Claims Procedure.

To Make a Warranty Claim:

- A party alleging that a Product fails to meet the Warranty (a "Claimant") must contact toggled at 1-844-toggled (1-844-864-4533) or via email at warranty@toggled.com for a return authorization number within thirty (30) days of the date Claimant first learns, or should have learned, of the Product failure.
- Upon issuance of the return authorization number, toggled will inspect the alleged non-conforming or defective Product(s), in its sole discretion, by either (i) requesting Claimant to return the Product to toggled in its original packaging or such other sufficient packaging or (ii) scheduling an on-site inspection with Claimant at the location where the Product was originally installed.
 - In the event Claimant is required to return alleged non-conforming or defective Product, toggled will provide Claimant with a pre-paid shipping label. The return package from Claimant must include:
 - (i) the alleged non-conforming / defective product;
 - (ii) the return authorization number;
 - (iii) a written notice explaining the nature of the Product's non-conformity or defect;

- (iv) copy of the sales receipt or purchase order with the date of original purchase; and
- (v) identification of the physical location and address from where the non-conforming/defective Product was removed

WARRANTY REMEDIES

Upon determination by toggled that a Product fails to meet the Warranty, toggled shall, in its sole and absolute discretion either (i) repair or (ii) replace the non-conforming or defective Product. If neither (i) or (ii) are commercially or economically feasible, toggled will refund the original price. A Product, or any component thereof, which is to be repaired or replaced may be new, remanufactured or refurbished, at the sole discretion of toggled. **The foregoing is the sole and exclusive remedy with respect to any Warranty Claim. Except as set forth above, toggled shall have no further liability for any Warranty Claim.**

In no event shall toggled be liable for any incidental, special or consequential damages resulting from use of, or inability to use, the Product.

WARRANTY EXCLUSIONS

The Warranty excludes and does not cover:

- Any D or E series (not including Model Numbers: Exxx-Gxxxx) product that has been installed in a residential application, the relevant warranty can be found [here](#).
- Any Product that has not been installed in accordance with the published specifications in effect at the time of purchase.
- Any Product that has been improperly or inadequately maintained.
- Any Product that has been modified by any party other than toggled.
- Product failure due to improper site preparation misuse, abuse, neglect or accident.
- Any Product damage due to acts of God, power surges, fires or external forces.
- Corrosion and discoloration of Product components.
- Any Product that has been installed in environments with temperatures less than -13°F and greater than 113°F.
- Any Product that has lumen degradation or a color shift.
- Any Product damage resulting from exposure to water.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WARRANTY. TOGGLED EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Warranty and all Warranty Claims shall be governed by and construed in accordance with the laws of the State of Michigan without reference to principles of conflicts of law.