

LIMITED WARRANTIES

Tru-Scapes® Landscape Lighting warrants that its products will be free from defects in workmanship and materials for (1) year. The exceptions are:

- Light fixtures of brass, copper, or stainless steel, including finishes are warranted for five (5) years to the original purchaser.
- We recommend only using Tru-Scapes Transformers with our fixtures, due to complications with inferior products that are on the market. (We reserve the right to deny warranty claims when using an alternative power unit.)
- LED Bulbs are warranted for five (5) years or 30,000 hours, whichever comes first to the original purchaser.
- Stainless Steel, Painted and Weatherproof (plastic housing) transformers, excluding timers and photocells, are warranted for five (5) years to the original purchaser.
- Light sockets and fixture housing on all fixtures are warranted for life to the original purchaser.
- Exterior black powder coat finishes are warranted for 5 years for chipping and flaking to the original purchaser.
- Natural patina on brass is natural and normally occurring and not covered under any warranty.
- Tru-Scapes® warranties do not cover plants that die or burn because of continuous light shined on them. This is not a defect, but the inherent nature of such plants. Certain acid-loving plants such as arborvitae, pine trees, and others must not be exposed to light of any kind for more than 18 hours a day as these plants need time to sleep and allow photosynthesis to naturally occur.

The Original Purchaser shall return any allegedly defective parts or products to the authorized Tru-Scapes® distributor from whom the product was purchased along with PROOF OF PURCHASE, Original Purchaser's name, return address, and a description of the claimed product defect.

If any of the warranted products are found by Tru-Scapes®, in its sole discretion, to be defective, such products will, at Tru-Scapes® sole option and cost, be replaced, repaired or refunded less an amount directly attributable to prior use of the product.

Tru-Scapes® will return the repaired or replaced product prepaid freight or provide a refund. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced product.

The parties hereto expressly agree that Original Purchaser's sole and exclusive remedy against Tru-Scapes® shall be for the repair, replacement or refund of defective products as provided herein. All Tru-Scapes® warranties extend only to product ownership by the Original Purchaser; are not transferable whether to heirs, subsequent owners, or otherwise; and are void if the Original Purchaser ceases to own the product.

This warranty does not apply to any products that have been subjected to misuse, mishandling, misapplication, connected to voltage outside of the North American Standard Voltage Range 108 to 132 VAC (60HZ), unusual use (including but not limited to use in an environment where the annual average ambient operating temperature is below 27 or above 95 degrees Fahrenheit), neglect (including but not limited to improper maintenance), accident, acts of god such as high winds, improper installation or care, failure to follow the Product's written instructions for normal use and care, improper packaging of products returned to Tru-Scapes®, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair. Significant product exposure to chemicals, harsh cleaners, salt water or salt air will void any and all warranties on exterior finishes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR INFRINGEMENT.

ORIGINAL PURCHASER SHALL IN NO EVENT BE ENTITLED TO, AND TRU-SCAPES® LIGHTING SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT, PROMOTIONAL, AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION, AND/OR LOSS OF CUSTOMERS.