



MOCO

## **Limited Warranty**

MOCO Enterprises LLC., LED Fixture and Retrofit Kit warranty is only valid when it is used in the approved fixture it was designed to be used in, or those fixtures that have been submitted and approved by MOCO Enterprises LLC. Any other use in any other fixture assembly or use with non-MOCO specified or supplied components will void this warranty. MOCO warrants to the purchaser that each LED Fixture or Retrofit Kit will be free from defects in material or workmanship for a period of 5 years from date of manufacture, when operated at a maximum ambient temperature of 110°F or 45°C, when properly installed and under normal conditions of use.

### Limited Warranty

MOCO Enterprises, 1600 Capital Ave, Ste 200, Plano, TX. 75074, (hereinafter called MOCO) warrants to the purchaser of LED Fixtures or Retrofit Kits (hereinafter called "Lighting Product[s]") will be free from defects in material and workmanship for the specified warranty period beginning from the date of manufacture. The manufactured date is printed on the product certification label.

If during the specified warranty period, that any MOCO Lighting Product does not meet the specifications, MOCO, at its option, will either repair or replace the product at MOCO's expense. MOCO extends this limited warranty to the original or first end-user purchaser only. This warranty is not transferable and is conditional based upon proper storage, installation, use and maintenance.

This warranty is not applicable to, and MOCO makes no warranty whatsoever with respect to, any lighting product not installed and operated in accordance with the National Electric Code (NEC), and the Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). Nor is this warranty applicable to any Lighting Product which has not been installed and operated in accordance with MOCO's specifications and connection diagrams or Lighting Products which have been subjected to abnormal operating conditions. This includes, but is not limited to, excessive temperatures as specified in MOCOs published literature. The conditions for any tests (to be)performed on Lighting Products which are claimed to have not performed in accordance with the terms of the warranty shall be mutually agreed upon in writing and MOCO may be represented at any such tests.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed. This warranty sets forth MOCO's obligations and responsibilities regarding its lighting products and is the exclusive remedy available to the claimant.



MOCO

#### LIMITATIONS OF LIABILITY

Under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will MOCO be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute product, facilities or services, down time costs or claims of claimant's customers. MOCO's liability for all claims of any kind or for any loss or damages arising out of, resulting from or concerning any aspect of this warranty or from the Lighting Products or services furnished hereunder shall not exceed the price of the specific Lighting Product which give right to the claim, except in accordance with MOCO's Technical Engineering Service.

#### STATE LAW RIGHT

Some states do not allow the exclusion or limitation of consequential or incidental damages or the duration of time for an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damage and implied warranties may not apply to certain claimants.

This warranty provides the claimant with specific legal rights and claimants may have other rights that vary from state to state.

#### Return Information

We are happy to help you resolve any purchase problems as quickly and as easily as possible. Returns can be accepted by following the terms and conditions listed below. Please note that not all items are covered by our return policy.

Before you make your purchase read MOCO's complete return policy information.

#### Returned Merchandise Authorization

To make a warranty return, you must receive a Returned Merchandise Authorization (RMA) number. You can request an RMA by calling MOCO at 213-440-5133 during business hours. After Return Authorization is complete, we will attempt to handle your request within 3 business days. No products may be returned without a MOCO RMA number. Please include this RMA number on all correspondence and put it on the shipping carton of whatever product is being returned.

An RMA must be requested within 30 days of the original invoice date for non-defective product. Thereafter, all sales are final. All items must be returned in the same condition and in the original packaging and have all attachments and paperwork included that was originally shipped.

#### Order Cancellation

You may cancel an order prior to shipment without penalty. If you placed an order and wish to cancel, call us immediately during business hours. (8:00 AM - 5:00 PM Central Time, Monday thru Friday) or e-mail request to [Sales.mocoemail.com](mailto:Sales.mocoemail.com). We will make every attempt to stop the shipment before it leaves the warehouse. Once shipped, however regular MOCO Returned Merchandise policies will apply.



MOCO

#### Incorrect Shipments

If you should receive product not expressly ordered as the result of either our shipping error or incorrect website information, the product will be picked up by our shipper and replacements shipped at no additional charge. Please report all incorrect shipments to us within 48 hours of receipt.

#### Customer Requested Return of Non Defective Product

In order to keep our prices to you as low as possible, we must charge a 15% restocking fee. Shipping charges are non-refundable. It is the customer's responsibility for insuring the return shipment and filing the shipper's form for lost or damaged returns. All items must be returned in "as new" condition, have all accessories and be in the original packaging. All supplied blank warranty cards and owner's manuals must be included. A Return Merchandise Authorization (RMA) number must be received prior to shipping the product back to MOCO. Please see the Return Merchandise Authorization information above.

#### Products Damaged in Shipping

All items must be inspected within 24 hours of receipt of product and reports of damaged or missing items must be made within that time. Claims made after that time will not be honored. Product damaged in shipment will be replaced at no additional charge or credited to the credit card of original charge. An RMA is required to be completed before any credit is issued or replacements can be shipped.

Contact MOCO for further information

#### Payment

MOCO accepts American Express, Visa and MasterCard. We can ship COD through UPS, you must contact customer service for this payment type. A line of credit with 30 day net terms can be arranged for qualifying accounts. Contact a customer service representative for further information.

#### Other Information

MOCO reserves the right to change pricing and terms of business at anytime without notice. In the event of pricing errors on our web site MOCO will inform all customers who have pending orders for that product of the revised pricing. The customer may choose to cancel the order at that time without penalty, or accept the new pricing. MOCO reserves the right to refuse to sell to any customer, or to cancel any order at any time for any reason.