



## **StarPack Warranty (Part Numbers: SPK-X)**

StarTek Lighting America, LLC (“StarTek”) warrants solely to original commercial end user (“Purchaser”) of StarTek LED Solid State Lighting Fixture Products (“Products”) that Products will be free of defects in material and workmanship at date of purchase.

**Term of Warranty** For a period of five (5) years after the date of shipment (the “Warranty Period”), StarTek, at its sole option, will, itself, or through others, repair, replace or refund the price paid for Products that StarTek verifies as being “Damaged or Inoperative”, as defined hereafter, due to defective material or workmanship. “Damaged or Inoperative” shall mean: 1) life defined by lumen output degrades to 70% of initial value or 2) failure of 10% of individual leds.

**What the Warranty Does Not Cover** This warranty does not cover (1) Products operated outside the range of the specification, (2) Products operated in violation of NEC code, (3) Product advice or assistance that Startek furnishes as a courtesy, (4) any alteration, modification or repair of the Products by anyone except an authorized agent of StarTek, (5) removal or reinstallation of Products, (6) repairs required by the use of parts or components not manufactured or supplied by StarTek, including, but not limited to, any driver or accessory external to the Product, (5) defects or damages as a result of accident, modification, misuse, including but not limited to, operation at temperatures above or at voltage levels outside the Product’s rated range, improper service or repair, abuse or abnormal use including, without limitation, improper storage and incorrect installation, (7) problems resulting from external causes such as accident, abuse, misuse, mishandling, negligence, fire, theft, vandalism, riot, explosion, natural disaster, or other external causes unrelated to product defect; (8) problems caused by normal wear and tear; or (9) Products for which Startek has not yet received payment according to terms.

**How to Obtain Warranty Service** To obtain warranty service, Purchaser must obtain an RMA (Return Material Authorization Number) and instructions on how and where to return the products from StarTek’s Customer Service through their website at [www.starteklightingamerica.com/warranty](http://www.starteklightingamerica.com/warranty).

**Conditions of Warranties** It is a condition of these warranties that: (1) Purchaser must obtain an RMA by submitting all claims of defect within the specified warranty periods, in writing and with detail to [www.starteklightingamerica.com/warranty](http://www.starteklightingamerica.com/warranty); (2) return of Product is accompanied with a bill of sale or other evidence showing the date of purchase and identification of the original Purchaser; (3) Purchaser will prepay all freight, insurance and other transportation charges both to send Product to StarTek for warranty-coverage verification, repair or replacement, and to return Product to the Purchaser; and (4) StarTek retains all replaced parts and Products.

**Warranty Limitations** All replacement Products are warranted for the time remaining in the original warranty period of the Product replaced. Replacement Products will be equivalent in function, but not necessarily identical to the replaced Product. Repair, replacement or refund as set forth in this Warranty is the sole and exclusive remedy under this Warranty or otherwise for Product defects. STARTEK DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, MODEL, SAMPLE OR OTHERWISE, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

**Damage Limitations** STARTEK IS NOT LIABLE FOR, AND HEREBY DISCLAIMS, ALL DAMAGES CAUSED BY ANY PRODUCT OR THE FAILURE OF A PRODUCT TO PERFORM, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR SAVINGS, UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR CONTRACT, SUSTAINED BY PURCHASER OR BY ANY OTHER PERSON. THIS LIMITATION CANNOT BE WAIVED OR AMENDED BY ANY PERSON AND WILL BE EFFECTIVE EVEN IF STARTEK OR ITS REPRESENTATIVE HAS BEEN ADVISED OF, OR MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW.