



## Owl Power Solutions

## Limited Warranty Statement

---

### **Limited Warranty Statement**

#### **Products Covered and Duration of Warranty**

This Limited Warranty of Owl Power Solutions® (OPS), an O'Reilly Winship, LLC (OWL) company applies to back up lighting products manufactured or distributed by OPS, an OWL company. The term "product" means a complete briteOWL® unit, its features, elements, or accessories, or any combination of them. The product purchased shall be free from defects in material and workmanship from the date of shipment by OPS, An OWL company. All products, unless otherwise specified carry a warranty period of '5' years.

#### **Production Status**

Each product is manufactured from new parts. In some cases, the product may not be new and may be 'recertified' (previously installed), in which case the warranty period will be 2 years.

#### **Terms of the Warranty**

OPS warrants that the product you have purchased from OPS or an OPS authorized reseller is free from defects in materials and workmanship under normal use during the warranty period. The warranty period begins on the day of shipment from OPS or any authorized retailer or reseller. The warranty extends only to the original purchaser. It is not transferable to anyone who subsequently purchases the product from you or is given the product after initial usage.

During the warranty period, the OPS replace defective units with new units after a brief examination period, no more than 60 days, to determine the cause of defect. In the event the damaged unit was a recertified model the replacement will also be a recertified unit.

This Limited Warranty extends only to products purchased from OPS or an OPS authorized reseller. This Limited Warranty does not extend to any product that has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) as a result of an act of God; (c) by operation outside the usage parameters stated herein; (d) by the use of parts not manufactured or sold by OPS; (e) by modification of the product; (f) as a result of war or terrorist attack; or (g) as a result of service by anyone other than OPS or a OPS authorized reseller or authorized agent.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, OPS MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

[Type here]

## **Limitations of Remedy**

OPS is not liable for any damages caused by the product or by the failure of the product to perform, including any lost profits, lost savings, incidental damages, or consequential damages. OPS is not liable for any claim made by a third party or made by you for a third party.

This limitation applies whether damages are sought, or a claim made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation cannot be waived or amended by any person. This limitation of liability will be effective even if OPS or an authorized OPS representative has been advised by you of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

## **USA State Laws**

Some states do not allow limitations on how long an implied warranty lasts. In such states, the limitations or exclusions of this Limited Warranty may not apply to you. This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state. You are advised to consult applicable state laws for a full determination of your rights.

## **How do I obtain Warranty Service?**

If you believe the product is defective, please return it to OPS in the manner described below within the limited warranty period of five (5) years from the date of purchase along with the original receipt. If OPS determines there is a defect covered by this limited warranty, OPS will, at its option, repair or replace the product or components of the product. This limited warranty extends to repaired and replacement products and components only through the end of the original limited warranty period.

To make a claim under this limited warranty you must first contact Owl Power Solutions within the limited warranty period. Please write to: 7616 LBJ Fwy, Ste 724, Dallas TX 75251, or email support@owlpowersolutions.com. You must provide proof of purchase in the form of your original sales receipt in order to obtain limited warranty coverage. OPS will perform the warranty obligations, if any, within [60 days] of the Owner's submission of the warranty claim.

## **What is not covered by this warranty?**

- Product purchased from anyone other than OPS or a OPS authorized reseller.
- Product purchased outside the United States.
- Damage from misuse, abuse, or neglect.
- Damage from use outside the product's usage or storage parameters.
- Damage from modification or incorporation into other products.
- Damage from repair or replacement of warranted parts by a service provider other than a OPS authorized service provider.
- Damage caused from repeated installation and removal of product from an outlet.

[Type here]