Flood Lights Warranty

A. Warranty and Warranty Periods

System Infrastructure Warranty —10 Years

Gemstone Lights USA Corp. ("Gemstone Lights") warrants to the Authorized Dealer and end user that products and parts sold for installation and use in U.S.A., which are manufactured by Gemstone Lights, including but not limited to power kits, controllers, extensions, cables, and connectors, will be free from defects in material for a period of ten (10) years.

Light Warranty — 5 Years

Additionally, Gemstone Lights warrants to the Authorized Dealer and end user that the Flood Lights will be free from defects in material for a period of five (5) years.

This warranty is transferable once to a new homeowner within the ten (10) year warranty period. To effectuate the transfer, the new homeowner must contact Gemstone Lights directly within ninety (90) days of taking possession of the home. A valid transfer will provide the new homeowner with the remaining warranty coverage of the original owner, up to a maximum of two (2) years, provided at least two (2) years remain on the original warranty. If less than two (2) years remain, the new homeowner will inherit the remaining balance. Notwithstanding anything herein to the contrary, this warranty does not cover items that have been used outside their intended application. For the warranty to be valid, registration must be completed within thirty (30) days of the original installation date. This warranty is otherwise not valid.

B. GEMSTONE LIGHTS' Obligation Under Warranty

GEMSTONE LIGHTS's sole obligation under the above warranty shall be to repair or replace products and parts as deemed necessary by an Authorized Gemstone Lights representative during the warranty period. Gemstone Lights will not be held responsible for any and all labor or other costs incurred to install warrantied products or parts. GEMSTONE LIGHTS does not assume responsibility for delays in replacement or repair of products or parts. Products and parts repaired or replaced by GEMSTONE LIGHTS under warranty shall be warranted for the balance of the original warranty period or 30 days from the date of repair or replacement, whichever is longer, on the same terms that apply to originally delivered products or parts. This warranty gives end users specific legal rights, and particular end users may also have other rights which may vary from jurisdiction to jurisdiction.

C. DISCLAIMER OF ALL OTHER WARRANTIES

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN, AND GEMSTONE LIGHTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to particular end users.

PHONE
(888) 908-2675

EMAIL
warranty@gemstonelights.com

WEBSITE
www.gemstonelights.com

11080 50 St SE #170, Calgary, AB T2C 5T4, Canada

D. Limitations

No salesperson, representative, or agent of GEMSTONE LIGHTS is authorized to make any guarantee, warranty, or representation that contradicts the terms contained in this Limited Warranty. Any waiver, alteration, addition, or modification to the warranties contained herein must be in writing and signed by authorized representatives of GEMSTONE LIGHTS to be valid, binding, and enforceable. GEMSTONE LIGHTS does not assume responsibility for any specific application to which any products or parts are applied including, but not limited to, compatibility with other equipment.

All statements, technical information, or recommendations relating to the products or parts are based upon tests believed to be reliable, but do not constitute a guarantee or warranty. GEMSTONE LIGHTS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMINUTION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH GEMSTONE LIGHTS PRODUCTS AND PARTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to particular end users.

E. What May Void the Warranty

This Limited Warranty shall be null and void in the following circumstances:

1. Accident, damage, abuse or misuse of products or parts.
2. Installation, modification or repair of any product or part by the end user or any non-authorized GEMSTONE LIGHTS service provider; or
3. Improper use or installation, or damage by accident or neglect, of any product or part by end user or any third party; or
4. Abnormal operating conditions or applications, including but not limited to power surges, lightning, hurricanes, tornadoes, tsunamis and other weather related incidents or acts of God.
5. Operating conditions or applications above the rated capacity of the products or parts;
6. Failure of the end user or any third party to exercise caution to protect any product or part or physical abuse; or
7. Failure by the end user or any third party to use only GEMSTONE LIGHTS® parts; or
8. Failure by the end user to follow the Return Appointment Process set forth below.

Notwithstanding anything herein to the contrary, no warranty shall apply to wear items and any other products or parts that require replacement periodically due to normal wear.

F. Return Appointment Process

As a condition precedent to the above Limited Warranty, the end user must:

1. Submit a warranty claim with your product installer.
2. If you are not satisfied with the resolution of your claim with the product installer, contact GEMSTONE LIGHTS at warranty@gemstonelights.com, (888) 908-2675 or write to GEMSTONE LIGHTS at 170 - 11080 50 St SE, Calgary, AB T2C 5T4 and obtain a return material authorization (RMA) from GEMSTONE LIGHTS, which will include an RMA number that must be included in the shipping container. Returns without an RMA number may be rejected by GEMSTONE LIGHTS and immediately returned to end user, freight collect.
3. If required, ship the items being returned to GEMSTONE LIGHTS, freight prepaid, together with a written description of the claimed defect.
4. If not required to ship to GEMSTONE LIGHTS, hold the product or part for at least 12 months after submission of the warranty claim in case GEMSTONE LIGHTS requires the product or part for verification or additional testing purposes.
5. When shipping, pack the items being returned in the original packing carton or equivalent. Damage in transit is end user's responsibility and may be cause to void the warranty claim.

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G. Transportation Costs

GEMSTONE LIGHTS will pay surface freight to return products or parts covered by this Limited Warranty. However, if GEMSTONE LIGHTS determines in the exercise of its reasonable but sole discretion that the product or part returned for warranty service is not defective, or does not otherwise qualify for warranty service, end user shall be liable for all costs of handling and transportation.

Revised October 1, 2026

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