

# **TWR Lighting, Inc.**

## **Warranty & Return Policy**

**TWR Lighting, Inc. (“TWR”) warrants its products (other than “LED Product”)** against defects in design, material (excluding incandescent bulbs) and workmanship for a period ending on the earlier of two (2) years from the date of shipment or one (1) year from the date of installation.

**TWR Lighting, Inc. (“TWR”) warrants its “LED Product”** against defects in design, material and workmanship for a period of five (5) years from the date of shipment. TWR, at its sole option, will, itself, or through others, repair, replace or refund the purchase price paid for “LED Product” that TWR verifies as being inoperable due to original design, material or workmanship. All warranty replacement “LED Product” is warranted only for the remainder of the original warranty of the “LED Product” replaced. Replacement “LED Product” will be equivalent in function, but not necessarily identical, to the replaced “LED Product.”

**TWR Lighting, Inc. (“TWR”) warrants its “LED Product”** against light degradation for a period of five (5) years from the date of installation. TWR, at its sole option, will, itself, or through others, repair, replace or refund the purchase price paid for “LED Product” that TWR verifies as failing to meet 70% of the minimum intensity requirements as defined in the FAA Advisory Circular 150/5345-43E dated 10/19/95. All warranty replacement “LED Product” is warranted only for the remainder of the original warranty of the “LED Product” replaced. Replacement “LED Product” will be equivalent in function, but not necessarily identical, to the replaced “LED Product.”

**Replacement parts (other than “LED Product”) are warranted for 90 days from the date of shipment.**

Conditions not covered by this Warranty, or which might void this Warranty are as follows:

- Improper Installation or Operation
- Misuse
- Abuse
- Unauthorized or Improper Repair or Alteration
- Accident or Negligence in Use, Storage, Transportation, or Handling
- Any Acts of God or Nature
- **Non-OEM Parts**

**The use of non-OEM parts or modifications to original equipment design will void the manufacturer warranty and could invalidate the assurance of complying with FAA requirements as published in Advisory Circular 150/5345-43.**

**Field Service – Repairs are warranted for 90 days from the date of service**, except where TWR has made recommendations that were not adhered to that may cause premature failure on previous repairs. Labor, Travel, and Tower Climb are not covered under warranty. Customer shall be obligated to pay for all incurred charges not related to warranty. All warranty repairs are performed by trained TWR personnel, or dispatched through an extensive network of certified and insured Service Representatives.

# **TWR Lighting, Inc.**

## **Warranty & Return Policy** (continued)

### **Return Policy**

**Return Terms** – You must first contact our Customer Service Department at **713-973-6905** to acquire a Return Merchandise Authorization (RMA) number in order to return the product(s). Please have the following information available when requesting an RMA number:

- The contact name and phone number of the tower owner
- The contact name and phone number of the contractor
- The site name and number
- The part number(s)
- The serial number(s) (if any)
- A description of the problem
- The billing information
- The Ship To address

**This RMA number must be clearly visible on the outside of the box.** If the RMA number is not clearly labeled on the outside of the box, your shipment will be refused. Please ensure the material you are returning is packaged carefully. **The warranty is null and void if the product(s) are damaged in the return shipment.**

**All RMAs must be received by TWR LIGHTING, INC., 4300 WINDFERN RD #100, HOUSTON TX 77041-8943, within 30 days of issuance.**

Upon full compliance with the Return Terms, TWR will replace, repair and return, or credit product(s) returned by the customer. It is TWR's sole discretion to determine the disposition of the returned item(s).

**Replacements** – Replacement part(s) will be shipped and billed to the customer for product(s) considered as Warranty, pending return of defective product(s). When available, a certified reconditioned part is shipped as warranty replacement with a Return Merchandise Authorization (RMA) number attached. Upon receipt of returned product(s), inspection, testing, and evaluation will be performed to determine the cause of defect. The customer is then notified of the determination of the testing.

- Product(s) that is deemed defective and/or unrepairable and covered under warranty - a credit will be issued to the customer's account.
- Product(s) found to have no defect will be subject to a **\$60.00 per hour testing charge (1 hour minimum), which will be invoiced to the customer.** At this time the customer may decide to have the tested part(s) returned and is responsible for the return charges.
- Product(s) under warranty, which the customer does not wish returned, the customer will be issued a credit against the replacement invoice.

# **TWR Lighting, Inc.**

## **Warranty & Return Policy** (continued)

**Repair & Return** – A Return Merchandise Authorization (RMA) will be issued for all part(s) returned to TWR for repair. Upon receipt of returned product(s), inspection, testing and evaluation will be performed to determine the cause of defect. The customer is then notified of the determination of the testing. If the returned part(s) is deemed unrepairable, or the returned part(s) is found to have no defect, the customer will be subject to a **\$60.00 per hour testing charge (1 hour minimum), which will be invoiced to the customer.** Should the returned parts be determined to be repairable, a written estimated cost of repair will be sent to the customer for their written approval prior to any work being performed. In order to have the tested part(s) repaired and/or returned, the customer must issue a purchase order and is responsible for the return shipping charges.

**Return to Stock** – Any order that is returned to TWR for part(s) ordered incorrectly by the customer, or unneeded upon receipt, the customer is required to pay a **20% restocking fee.** A credit will be issued once it is determined that the Return Terms are met.

**Credits** – Credits are issued once it is determined that all of the Warranty and Return Terms are met. All credits are processed on Fridays. In the event a Friday falls on a Holiday, the credit will be issued on the following Friday.

**Freight** – All warranty replacement part(s) will be shipped via ground delivery and paid for by TWR. Delivery other than ground is the responsibility of the customer.

REMEDIES UNDER THIS WARRANTY ARE LIMITED TO PROVISIONS OF REPLACEMENT PARTS AND REPAIRS AS SPECIFICALLY PROVIDED. IN NO EVENT SHALL TWR BE LIABLE FOR ANY OTHER LOSSES, DAMAGES, COSTS OR EXPENSES INCURRED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO, LOSS FROM FAILURE OF THE PRODUCT(S) TO OPERATE FOR ANY TIME, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ALL PERSONAL INJURY OR PROPERTY DAMAGE DUE TO ALLEGED NEGLIGENCE, OR ANY OTHER LEGAL THEORY WHATSOEVER. THIS WARRANTY IS MADE BY TWR EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, TWR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT(S) FOR ANY PARTICULAR PURPOSE. TWR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.