Limited Product Warranty Policy

This Limited Product Warranty ("Warranty") applies to all vehicular lighting products, wire harnesses, conspicuity reflective tape, and power products (Products) manufactured and/or distributed by Optronics International, LLC. (Optronics)

This Warranty extends only to the original end-user purchaser (Customer).

This Warranty is not transferable for any reason, including in the event the applicable Product is reinstalled on a vehicle other than the original installation vehicle, sold, traded, transferred, or otherwise disposed of in any manner by the original purchaser to another party.

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1. Warranty Coverage

Optronics warrants that its Products will be free from defects in material and workmanship under normal use and service for the applicable Warranty Period specified below. This Warranty is strictly limited to the repair, replacement, or refund of the purchase price of the defective product, at the sole discretion of Optronics.

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2. Warranty Periods by Product Category

- **LED Vehicular Lighting Products:**
    - **Light Emitting Diodes (LED):** Limited Lifetime Warranty for the time that the Customer owns the original installation vehicle, or 15 years from the date of purchase (whichever comes first), against defects in materials and workmanship resulting in diode failure.
    - **Circuitry and Housing:** Three (3) Years against defects in materials and workmanship from the date of purchase.
- **Incandescent Vehicular Lighting Products:**
    - **Sealed Lamps and Housings:** Three (3) Years from the date of purchase.

- **Wire Harnesses & Connectivity Accessories:**
    - Three (3) Years against defects in materials (e.g., wire jacket degradation) and workmanship (e.g., faulty terminal crimping) from the date of purchase.
- **Conspicuity Tape**
    - Seven (7) years against defects in materials and adhesion failures from the date of the manufacturer's lot # printed on the Product.
- **Power Products (Battery Chargers, Back-Up Alarms & Sensors):**
    - Two (2) Years against internal electronic or manufacturing defects from the date of purchase.

Any Product which falls outside of the above-referenced Product categories will be subject to a one (1) year warranty term from the date of Purchase.

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3. Exclusions and Limitations

This Warranty does not apply to any Product that has been subjected to:

- **Improper Installation:** Damage resulting from failure to adhere to Optronics' installation instructions or standard industry practices.
- **Misuse and Abuse:** Damage caused by negligence, physical impact, alteration, modification, or use of the product for purposes other than its intended vehicular application and/or care instructions issued by Optronics
- **Environmental Damage:** Chemical damage, harsh cleaning agents, prolonged exposure to extreme corrosive environments (unless specifically rated for such), or acts of God (e.g., lightning, floods).
- **Use in severe applications:** Including but not limited to mining and construction equipment.
- **Electrical Issues:** Over-voltage, short circuits, or damage caused by faulty vehicle wiring or incompatible power sources.
- **Normal Wear and Tear:** Cosmetic degradation such as fading, scratching of lenses, or general weathering that does not affect product performance.

Consumable items, such as incandescent bulbs, batteries, and replaceable fuses, are expressly excluded from this Warranty.

4. Exclusive Remedy

If a Product fails to conform to this Warranty during the applicable Warranty Period, the Customer's sole and exclusive remedy, and Optronics' sole and exclusive liability, shall be limited to one of the following, at Optronics' option:

1. **Repair** the defective product.
2. **Replace** the defective product with an identical or functionally equivalent product.
3. **Refund** the original purchase price.

Optronics is not responsible for any labor costs, diagnostic fees, towing expenses, downtime, or freight charges incurred in the removal or reinstallation of the warranted Products.

5. Warranty Claim Process

To initiate a Warranty Claim, the Customer must complete the following steps:

1. **Obtain a Return Merchandise Authorization (RMA):** Contact our Customer Service Department at (918) 286-1288 or returns@optronicsinc.com to request an RMA number. Claims will not be processed without a valid RMA.
2. **Provide Proof of Purchase:** A copy of the original sales receipt or invoice from Optronics, or Optronics' authorized reseller, showing the date of purchase, product model/part number, manufacturer's lot number (where applicable), must accompany the claim.
3. **Return the Product:** Ship the defective product, freight prepaid, to the designated Optronics warranty processing center and in accordance with instructions accompanying the RMA number. The RMA number must be clearly marked on the outside of the shipping container.

Optronics reserves the right to inspect the returned Product to determine the cause of failure. If the product is determined to be defective and covered under this Warranty, as determined by Optronics in its sole discretion, Optronics will process the repair, replacement, or refund. If the claim is denied, the product will be returned to the Purchaser at their expense or disposed of with their consent.

6. Disclaimer of Implied Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, OPTRONICS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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7. Limitation of Liability

IN NO EVENT SHALL OPTRONICS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO OTHER PROPERTY, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE PRODUCT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

OPTRONICS RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, PROVIDED THAT ANY SUCH MODIFICATION WILL BE EFFECTIVE ONLY WITH RESPECT TO ANY PRODUCT PURCHASED AFTER SUCH MODIFICATION HAS OCCURRED. IN ADDITION, OPTRONICS RESERVES THE RIGHT TO CHANGE ITS PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR DESIGN, MATERIAL COMPOSITION AND/OR COMPONENTS) FROM TIME TO TIME WITHOUT NOTICE AND WITH NO OBLIGATION TO MAINTAIN SPECIFIC SPARE PARTS OR TO MAKE CORRESPONDING CHANGES IN OPTRONICS' PREVIOUSLY MANUFACTURED PRODUCTS.

OPTRONICS' TOTAL CUMULATIVE LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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8. Legal Rights

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or jurisdiction to jurisdiction.

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9. Governing Law and Venue

This Warranty, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Warranty, shall be governed by and enforced in accordance with the internal laws of the State of Oklahoma, including its statutes of limitations, without regard to any "conflict of laws" rules that would result in the application of the laws of a different jurisdiction.

To the extent any dispute is not submitted to arbitration as set forth in Section 10, the Purchaser hereby irrevocably consents to the exclusive personal jurisdiction and venue of the state and federal courts located in Tulsa, Oklahoma, for any such dispute.

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10. Dispute Resolution and Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

- **Mandatory Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Warranty, or the breach, termination, enforcement, interpretation, or validity thereof, shall be determined by binding arbitration in the State of Oklahoma before one arbitrator. The arbitration shall be administered by the American Arbitration Association (AAA) pursuant to its Consumer Arbitration Rules.
- **Waiver of Jury Trial:** By purchasing the product, the Purchaser acknowledges and agrees that they are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.
- **Class Action Waiver:** All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims or otherwise preside over any form of a class or representative proceeding.
- **Location and Costs:** The arbitration shall take place in Tulsa, Oklahoma. Each party shall bear its own costs and fees, including attorneys’ fees, unless the arbitrator determines that a claim was frivolous or brought for an improper purpose.
- **Enforcement:** Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.