



Sunset Lighting Design LLC  
12094 Anderson Road Ste. 326  
Tampa, FL 33625  
(813) 333-0616  
www.sunsetLD.com

---

## LIMITED WARRANTY AND LIMITATION OF LIABILITY

Sunset Lighting Design LLC  
Effective Date: March 27, 2026

### 1. Definitions

For purposes of this Limited Warranty and Limitation of Liability:

"Company" means Sunset Lighting Design, LLC.

"Buyer" means the original purchaser of the Product from Company or through Company's authorized sales channel.

"Product" means the low-voltage DC power supply product sold or distributed by Company and identified on the applicable quotation, order acknowledgment, invoice, or other sales document.

"Warranty Period" means five (5) years from the date of original purchase by Buyer.

### 2. Limited Express Warranty

Subject to the terms, conditions, exclusions, and limitations set forth herein, Company, as seller of the Product, warrants solely to Buyer that the Product shall be free from defects in materials and workmanship under normal use and service during the Warranty Period.

This Limited Warranty is made solely to Buyer, is non-transferable, and applies only to Products properly installed, operated, maintained, and used in accordance with:

1. applicable laws, codes, and regulations;
2. Company's written instructions;
3. the applicable product data sheet, specifications, and ratings; and
4. accepted industry practice for the intended installation.

Proof of purchase in form and substance reasonably acceptable to Company shall be required for any warranty claim.

### 3. Exclusive Remedy

If Company determines, after inspection, testing, and evaluation acting in its commercially reasonable discretion, that a Product failed during the Warranty Period due solely to a defect in materials or workmanship covered by this Limited Warranty, Company's sole obligation, and Buyer's sole and exclusive remedy, shall be, at Company's option, to:

1. repair the Product; or
2. replace the Product with the same Product or a functionally comparable replacement product.



---

Any repaired or replacement Product shall be warranted only for the unexpired remainder of the original Warranty Period. The Warranty Period shall not be renewed, extended, or restarted by reason of any repair, replacement, inspection, or remedy provided hereunder.

#### **4. Warranty Claim Procedure**

As a condition precedent to any warranty remedy, Buyer shall:

1. notify Company promptly after discovery of the alleged defect;
2. obtain from Company a Return Material Authorization ("RMA") before returning any Product or component;
3. return the Product, or such component(s) as Company may direct, prepaid by Buyer, to the location designated by Company;
4. include the RMA number, proof of purchase, and a reasonably detailed written description of the alleged defect or failure; and
5. comply with Company's return, packaging, removal, and handling instructions.

Failure to comply with this Section may result in denial of the warranty claim.

#### **5. Multiple-Driver Power Units**

For power units containing multiple removable and replaceable drivers, Company may, in its sole discretion, require Buyer to remove and return only the allegedly defective driver or drivers for inspection, testing, and evaluation, rather than returning the complete power unit.

Any such removal, handling, and return must be performed strictly in accordance with Company's instructions and by qualified personnel. Company shall have no responsibility for damage caused by improper removal, handling, reinstallation, or field work performed by Buyer or its agents.

#### **6. Return Condition; Unauthorized Alteration**

To preserve warranty eligibility, all returned Products and components must be properly removed and disconnected. Unless expressly authorized in writing by Company, the Product shall not be modified, tampered with, have wiring altered or cut, be disassembled beyond Company's instructions, or otherwise changed from its original condition.

Any unauthorized alteration, modification, or other physical change to the Product may void this Limited Warranty in whole or in part, as determined by Company.

#### **7. Exclusions**

This Limited Warranty applies only to defects in materials and workmanship under normal use and service. It does not apply to conditions, damage, or failures resulting from factors outside the Product's intended use, design specifications, or Company's control, including without limitation:



- 
- (a) improper installation, maintenance, repair, or removal;
  - (b) use in a manner inconsistent with applicable codes, regulations, or Company instructions;
  - (c) abnormal use, misuse, neglect, or operation outside rated electrical or environmental conditions;
  - (d) external electrical conditions, including power surges, short circuits, or lightning events;
  - (e) work performed by unqualified personnel;
  - (f) unauthorized modification, alteration, or repair;
  - (g) force majeure or other events beyond Company's reasonable control.

### **8. Weathering; Coastal and Environmental Exposure**

Buyer acknowledges that the exterior enclosure materials and finishes may, over time, exhibit normal weathering, fading, discoloration, oxidation, corrosion, chalking, surface deterioration, or similar changes caused by environmental exposure, including without limitation coastal, salt-air, humid, marine, wet, or high-UV conditions.

Such cosmetic or environmental deterioration shall not constitute a defect in materials or workmanship and is expressly excluded from this Limited Warranty.

Buyer is solely responsible for determining whether the Product is suitable for Buyer's intended application, installation site, and environmental conditions.

### **9. No-Defect / Excluded-Cause Determinations**

If Company determines that:

1. the returned Product is not defective;
2. the alleged failure is not covered by this Limited Warranty; or
3. the Product has been damaged by an excluded cause,

then Buyer shall be responsible for return freight and any reasonable inspection or handling charges associated with the return.

### **10. Labor and Other Costs Excluded**

This Limited Warranty is limited to the repair or replacement of the Product as provided herein. It does not include reimbursement for labor or other field-related costs, including removal, reinstallation, access, equipment, or service-related expenses, or for any downtime, loss of use, or impact on project schedules.

### **11. Disclaimer of Other Warranties**

**THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN DESCRIBES THE FULL SCOPE OF COMPANY'S WARRANTY WITH RESPECT TO THE PRODUCT.**

**TO THE MAXIMUM EXTENT PERMITTED BY THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF FLORIDA AND OTHER APPLICABLE LAW, COMPANY MAKES NO OTHER WARRANTIES OR**



---

**REPRESENTATIONS WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.**

**WITHOUT LIMITING THE FOREGOING, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING:**

- (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY;**
- (b) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND**
- (c) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE.**

**NO ORAL OR WRITTEN INFORMATION, STATEMENT, ADVICE, OR REPRESENTATION MADE BY COMPANY OR ITS AGENTS SHALL EXPAND THE SCOPE OF THIS LIMITED WARRANTY UNLESS EXPRESSLY SET FORTH IN A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED OFFICER OF COMPANY.**

## **12. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDY DESCRIBED IN SECTION 3 (REPAIR OR REPLACEMENT) STATES COMPANY'S ENTIRE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCT AND ANY ALLEGED BREACH OF WARRANTY.**

**COMPANY SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF USE, COST OF SUBSTITUTE PRODUCTS, OR DAMAGE TO OTHER PROPERTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY PRODUCT, CLAIM, OR TRANSACTION SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO COMPANY FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.**

**THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

## **13. No Oral Modification; No Unauthorized Warranties**

No distributor, dealer, representative, installer, sales agent, or other person is authorized to modify, expand, extend, waive, or alter this Limited Warranty or make any representation or warranty on behalf of Company unless expressly set forth in a written instrument signed by an authorized officer of Company.

Company objects to and rejects any additional or different warranty terms proposed by Buyer unless expressly accepted by Company in a signed writing.



Sunset Lighting Design LLC  
12094 Anderson Road Ste. 326  
Tampa, FL 33625  
(813) 333-0616  
[www.sunsetLD.com](http://www.sunsetLD.com)

---

#### **14. Governing Law; Venue**

This Limited Warranty and any dispute arising out of or relating to the Product or the sale of the Product shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles.

Any legal action or proceeding arising out of or relating to this Limited Warranty, the Product, or the sale of the Product shall be brought exclusively in:

- (a) the state courts located in Hillsborough County, Florida; or
- (b) the United States District Court for the Middle District of Florida, Tampa Division.

Buyer irrevocably submits to the jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens.

#### **15. Applicability; Revisions**

This Limited Warranty applies only to Products purchased on or after the Effective Date set forth above.

Company may revise this Limited Warranty from time to time. Any revised version shall apply only to Products purchased on or after the effective date of the revised version, unless Company expressly states otherwise in writing.

#### **16. Savings Clause**

To the maximum extent permitted by applicable law, all disclaimers, limitations, and exclusions set forth in this Limited Warranty shall be enforced.

If any provision of this Limited Warranty is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified and enforced to the maximum extent permitted, and the remainder of this Limited Warranty shall remain in full force and effect.