

Evolve®

Warranty

25825 Science Park
Beachwood, OH 44122 USA.

Pole One-Year Limited Warranty

Applies to Evolve® Poles purchased from Current between March 1, 2016 and the date on which this Limited Warranty document is later superseded.

WARRANTY:

Subject to the terms and conditions specified in this Limited Warranty, Current Lighting Solutions, LLC d/b/a Current (“Current”), warrants that Current Evolve® Poles (“Product”) purchased directly from Current will be free from: (a) defects in material and workmanship of non-electrical components until (1) year from the date of manufacture; and (b) any standard finish on a Product will be free from cracking, peeling, excessive fading and corrosion defects until (5) years from the date of manufacture.

REMEDY:

If a Product fails to meet the warranty set forth above, then Current will, at its option, either (i) repair the defective Product, (ii) provide a free replacement Product or replacement parts, F.O.B. Current’s warehouse, or (iii) refund the purchase price paid to Current for the Product or replacement parts. Any replacement Product or part will be comparable in function, but may not be identical to the original. The replacement or repaired Product is warranted for the remainder of the original warranty period. Current is not responsible for labor and other costs associated with removal or reinstallation.

TERMS AND CONDITIONS:

This Limited Warranty is VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of Current; if any components are replaced with components of other manufacturers; or if the Product is operated outside the specified electrical values or is subject to abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation in environmental conditions (e.g., ambient temperature) outside normal specified operating range.

Current shall not be responsible for any failure of Products that result from external causes, including, but not limited to, acts of God; power surges that exceed product specification; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, maintenance, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the Product itself.

This limited warranty extends only to Purchaser, but Current will honor, under the terms of this Limited Warranty, valid warranty claims by Purchaser arising from a failure to meet the above warranty when the Product has been resold in new condition and used only by the original end user.

HOW TO MAKE A WARRANTY CLAIM:

Current must issue a Return Material Authorization (RMA#) for all requests for warranty review. To make a warranty claim, retain the failed Products and notify your Current sales or customer service representative in writing within thirty (30) days of the failure. After contacting Current and receiving an RMA number, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product. The Product must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this Limited Warranty. Current reserves the right to examine all failed Product to determine the cause of failure and patterns of usage and shall be the sole judge as to whether any Product is defective and covered under this Limited Warranty.

LIMITS OF LIABILITY

THE FOREGOING LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF CURRENT FOR THE SPECIFIED LED LUMINAIRES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL CURRENT BE LIABLE FOR ANY OTHER COSTS OR DAMAGES INCLUDING LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.