



Alva Limited Warranty

ALVA's luminaires consist of two primary components:

1. ALVA's proprietary LED module (Module).
2. ALVA's shade (Shade) that attaches to the light module. Each primary component carries a separate limited warranty as noted below.

This limited warranty is provided by ALVA described below ("Seller") to you as the original purchaser of the LED light fixture that is identified on Seller's invoice reflecting its original purchase. The Seller is ALVA identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the light fixture, provided that such light fixture is resold in new condition and in its original packaging.

1. ALVA LED Light Module Limited Warranty

Seller warrants that for all indoor and outdoor products, the Modules, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of TEN (10) YEARS from the date of original purchase. The determination of whether the Module is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Module. A Module shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Module. If Seller determines the Module is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Module, repair the Module or replace the Module or provide a replacement for the defective component.

This limited warranty will not apply to loss or damage to the Module caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Module; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes

or building codes or improper service of the Module performed by someone other than Seller or a service provider authorized by Seller. This limited warranty excludes field labor and service charges related to the repair or replacement of the Module which shall be the sole responsibility of the purchaser.

THIS LIMITED WARRANTY IS VOID IF THE MODULE IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

2. ALVA wall sconce shade (Shade) Warranty.

Seller warrants that for all indoor products, the Shades, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase. For outdoor products: painted finishes are warranted for two (2) years. Stainless steel finishes are warranted for lifetime, under normal use. For coastal locations, some corrosion and/or deterioration is considered "normal wear" in this environment. Therefore, any finish claim due to coastal environment conditions is not applicable to our warranty. The determination of whether the Shade is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Shade. Fabric shades carry a 1-year warranty.

If Seller determines the Shade is defective, Seller will replace the Shade. This limited warranty will not apply to loss or damage to the Shade caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration, alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes or building codes; or improper service of the Shade performed by someone other than Seller or a service provider authorized by Seller. This limited warranty excludes field labor and service charges related to the repair or replacement of the Shade which shall be the sole responsibility of the purchaser.

THIS LIMITED WARRANTY IS VOID IF THE SHADE IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

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3. Terms Applicable to both the Light Module and Shade Warranties

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original invoice date and any revised warranty shall apply to orders after the effective date of this revised warranty.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to ALVA, 1212 19th Street, Oakland, CA, 94607 or such other address as the Seller may publish on its website from time to time.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after date of original invoice.

Products/General Information

We reserve the right to modify any of our products without prior notice and without incurring obligation. Products are patent pending by US patents. All ALVA products are Intertek approved.

While ALVA uses reasonable efforts to include accurate and up-to-date information and photographs in the catalog and on the website, ALVA makes no warranties or representations as to the accuracy of this information and these photographs. ALVA assumes no liability or responsibility for any errors or omissions in the content or photographs in the catalog or on the website.

Exclusions:

All ALVA modules with integrated Emergency Battery Back-Up systems are excluded.