

If you have issues with a J.W. Speaker product, we strongly recommend that you: (1) troubleshoot your light and (2) contact the authorized retailer where you purchased it.

If the lamps were included as standard product on a vehicle that you purchased, please contact the vehicle manufacturer (OEM) for warranty concerns. Only OEM vehicle manufacturers and authorized J.W. Speaker dealers and distributors may contact us directly for warranty claims.

# WARRANTY SCOPE AND TERMS

J.W. Speaker Corporation provides warranty coverage for its products against defects in materials, components and workmanship. There is no express or implied coverage for any other costs, such as labor costs, travel, incidentals and collateral damage. This warranty applies to the original purchaser only and is not transferrable. Coverage extends only to replacing a defective part.

#### **LED Products**

All LED products sold by J.W. Speaker provide a five (5) year limited warranty.

# WARRANTY EXCLUSIONS

J.W. Speaker's Warranty Policy does not allow for claims resulting from the following conditions:

- Abuse, neglect and damage
- Modifications and alterations
- Improper installation
- Chemical exposure (e.g. cleaning solutions)
- Voltage spikes, transients and over-voltage beyond rated specifications
- Naturally occurring phenomena such as condensation, corrosion and UV degradation
- Wear and tear, including damage from road debris and resultant lens degradation

### **WARRANTY PROCESS**

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# **End Customers**

End customers MUST <u>initiate a warranty claim with the authorized J.W. Speaker dealer</u> where they purchased the product. J.W. Speaker Corporation does not process end customer warranty claims.

#### LIMITATION OF LIABILITY

J.W. Speaker Corporation is not responsible or liable for any form of direct, punitive, special, incidental, consequential, or any indirect damages of any kind or type, whether such damages are based in a claim of tort, warranty, contract, strict liability or other causes of action, arising directly or indirectly from or in connection with any J.W. Speaker Corporation product or its use.

#### **INDEMNIFICATION**

Customers agree to indemnify, defend and hold J.W. Speaker Corporation (including its officers, affiliates, directors, advisors, members, representatives and agents) harmless from any claims damages, costs and expenses (including, but not limited to, attorneys' fees) arising from or related to the misuse of J.W. Speaker Corporation's products.

## **INTERPRETATION & DISPUTES**

This Agreement is governed by the laws of the United States and the State of Wisconsin, without regard to any conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Venue for any dispute arising under this Agreement shall be proper exclusively in Washington County, Wisconsin. In the event of any dispute the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs.

Any controversy or dispute arising out of or relating to this Agreement must be resolved by binding arbitration before a sole arbitrator. If the parties are unable to agree on an arbitrator within 30 calendar days of a written request for arbitration, an arbitrator will be selected pursuant to the rules and procedures of the American Arbitration Association (AAA). Either party may seek from any court interim or provisional relief that is necessary to protect the rights or property of that party, pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the controversy.

## POLICY MODIFICATIONS AND AMENDMENTS

J.W. Speaker Corporation reserves the right to modify or amend this policy at any time. Updates will be posted on this website. Changes will be effective immediately upon their posting. Online modifications and amendments supersede any printed version/copy of these policies, terms and conditions.