

LIMITED WARRANTY FOR MOSS LED DIFFUSEFLEX & NEON SERIES

IMPORTANT: BY USING YOUR MOSS LED PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE MOSS LED 3 YEAR LIMITED WARRANTY (“WARRANTY”) AS SET OUT BELOW. DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED IN MOSS LED’S RETURN POLICY (FOUND AT <https://www.mossled.com/policies/refund-policy>) TO THE MOSS LED STORE OR THE AUTHORIZED DISTRIBUTOR WHERE YOU PURCHASED IT FOR A REFUND.

Our Warranty To You:

Moss LED Inc. warrants the Moss LED product (DiffuseFLEX & Neon) against defects in materials and workmanship when used normally in accordance with Moss LED’s published installation instructions, manual, technical specifications, and service communications for a period of 3 years from the date of the original retail purchase by the end-user purchaser (“Warranty Period”). This Warranty covers only defects in manufacturing that arise from the correct use of your Moss product.

What Is Not Covered By This Warranty:

This warranty does not apply to any non-Moss branded hardware products even if packaged or sold with Moss products. Manufacturers or suppliers other than Moss may provide their own warranties to you – please contact them for further information. This Warranty does not cover damage caused by other conditions, including, but not limited to, the following: scratches, dents, normal wear and tear, normal aging, neglect, accidents, abuse, misuse, unauthorized modifications or alterations, unauthorized service of the product, a failure to properly maintain the product, the use of your DiffuseFLEX & Neon product with non-Moss product, damage caused by use with a third party component or product that does not meet Moss Product’s specifications (Moss specifications are available on the DiffuseFLEX & Neon product website), lightning or power surge, extreme heat or cold, corrosive elements, liquid contact, moisture, or any act of God. This Warranty does not apply to any product with a missing, altered, or defaced Moss logo or markings or if Moss receives information from relevant public authorities that the product has been stolen.

Within the first sixty (60) days from the date of the original retail purchase, your Moss DiffuseFLEX & Neon product qualifies for a warranted repair, at the sole discretion of Moss LED, when any number of broken or damaged LED sections exists. Following the first sixty (60) days from the date of original retail purchase, your DiffuseFLEX & Neon product qualifies for a warranted repair, at the sole discretion of Moss LED, when one (1) or more sections becomes considerably brighter than the remaining LEDs and/or when the total number of broken or damaged sections exceeds 1% on each factory-pack standard size of DiffuseFLEX & Neon (typically 10 meters).

10 Meter Lengths

- Ten (10) centimeters of failures over the entire ten (10) meter length

5 Meter Lengths

- Five (5) centimeters of failures over the entire five (5) meter length

Your Responsibilities:

Before receiving warranty service, Moss LED or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Moss LED's procedures for obtaining warranty service. During warranty service it is possible that any markings or changes made by the end user to the original product may be need to be moved or removed in order for our team to complete the warranty service. This includes asset tags, labels, third-party connectors etc. You will be responsible for re-installing or re-affixing any of this items.

Limits of Liability:

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOSS LED IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE MOSS LED PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE MOSS LED PRODUCT.

How to Obtain Warranty Service:

You may contact your Moss LED representative or our technical support team directly to seek warranty service. Our technical support team will issue you an RMA# and advise on where to send the product.

Technical Support Team :

via email : technical@mossled.com

via phone : 1.800.924.1585 ext. 101

The RMA# will be used for all product returns.

1) Carry-in service. You may return your Moss LED product to a Moss LED authorized dealer or distributor or directly to our head office.

2) Mail-in service. You are responsible for sending the product to Moss LED with the RMA clearly shown on the packaging or product itself.

Once we have received the product. We will inspect, diagnose, and date (for warranty eligibility) the product. Once we determine if the product is eligible for warranty repair or not we will contact you to advise next steps. If it is determined the failures are covered under warranty we will repair or replace the product, as required. If it is determined the failures are not covered under warranty we will provide you with the reason for our decision as well as a quote for repairing or replacing the product, as required. Moss LED, at its sole discretion, will pay the return shipping costs (ground service only).

No Moss LED reseller, distributor, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Moss LED Product purchase took place. Moss LED or its successor in title is the warrantor under this Warranty.