

## LIMITED WARRANTY

Grote® Industries, Inc. ("Grote®") warrants its products to be free from defects in material and workmanship under normal use and service as set forth in this Limited Warranty. THIS LIMITED WARRANTY is the final, complete and exclusive expression of warranty to the purchaser and cannot be modified except in writing signed by an authorized officer of Grote®.

## GENERAL ONE-YEAR LIMITED WARRANTY

Subject to the following conditions, Grote® warrants to the original purchaser only (and not to anyone else) of each new product made by Grote® that any part thereof which proves to be defective in material or workmanship within one year from the date of manufacture by Grote® will, at Grote's option, be repaired or replaced without charge upon return to Grote® of the defective product, provided any defect in the product is brought to the attention of Grote® within the warranty period, who alone will be authorized to furnish or arrange for repairs or replacements within the terms of this limited warranty.

The above limited warranty does not apply, and no warranty, either expressed or implied, shall be applicable (a) to damage resulting from accident, alteration, misuse or abuse; (b) if the product is not installed, operated and maintained according to procedures recommended by Grote®; (c) if the serial number, date code, or other identifying marks affixed to the product by Grote® are removed, obliterated or defaced. In no case shall the warranty be extended to defects in materials, components (which includes but not limited to bulbs), or services furnished by third parties, nor to the installation of the product performed by third parties, except those performed by or on behalf of Grote® authorized distributors. If any repairs are made, or any other parts are replaced during the warranty period, by any distributor other than a Grote® distributor, in accordance with service manuals, parts, accessories, or attachments other than authorized by Grote® for use in Grote's products, the purchaser shall pay for such repairs or parts without recourse against Grote®, and Grote® shall be relieved of responsibility for fulfillment of the warranty with respect to parts or components of all repairs, alterations, or replacements so made.

## INSTALLATION GUIDELINES

**Grote® Systems** - Grote® lamp assemblies and harness products are designed to function as a complete system; therefore, this limited warranty shall not extend to failure of any Grote® products caused by the use of incompatible lamp assemblies, harness products or other components.

**Heat** - All electronic and lighting products produce heat. The installer is responsible for assurance that the application of the component will not result in contact with flammable material.

**Surface Mount** - The following procedures need to be practiced to assure proper installation: The lamp should be placed on a level unobstructed surface. Number 10 screws should be tightened to 25 in. pounds of torque. Only Grote® ULTRA-BLUE-SEAL® pigtailed should interface with any Grote® lamps. These guidelines will assure the products will function and last as they were designed. Deviations from these guidelines will void any warranty.

**Design Voltage and Current** - Current is provided as an approximate value and is listed for the design voltage of the lamp. The design voltage of the lamp may vary. Customers should contact Grote® Industries if detailed information is required.

IN CONSIDERATION OF THE EXPRESS WARRANTY AND OTHER TERMS HEREIN CONTAINED, THE PURCHASER AGREES THAT PURCHASER'S EXCLUSIVE REMEDY AND GROTE'S SOLE

LIABILITY ON ANY CLAIM, WHETHER IN TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO, AT GROTE'S OPTION, REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT. NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR THE LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY; OR ANY OTHER INCIDENTAL LOSS OR DAMAGES) SHALL BE AVAILABLE TO PURCHASER. IN NO EVENT, AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY GROTE®, SHALL GROTE® HAVE ANY MONETARY LIABILITY TO PURCHASER IN EXCESS OF THE PRICE PAID BY PURCHASER FOR THE PRODUCT IN QUESTION.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF GROTE®. NO DEALER, DISTRIBUTOR OR OTHER REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR TO GRANT ANY OTHER WARRANTY.

Any affirmation of fact or promise made by Grote® shall not be deemed to create an expressed warranty that the products shall conform to the affirmation or promise. Any description of the product is for the sole purpose of identifying such product and shall not be deemed to create an express warranty that the product shall conform to the description. Any sample or product model is for illustrative purposes only and shall not be deemed to create an express warranty that the whole of the products shall conform to the sample or model. Further, no affirmation or promise, or description, sample or model shall be deemed a part of the basis of the bargain between Grote® and the purchaser.

Grote® assumes no responsibility that title conveyed to the purchaser is good or the transfer of title to the products is rightful, or that the products shall be delivered free from any security interest or other lien or encumbrance of any third party, or free from any rightful claim of any third party by way of infringement or otherwise.

## NON-TRANSFERABLE

THIS WARRANTY SHALL EXTEND ONLY TO THE ORIGINAL PURCHASER AND IS NON-TRANSFERABLE.

## EXCEPTIONS

The general one-year (1) limited warranty shall apply but shall be altered as set forth below for the following products:

- (1) All Grote® Sealed Lamps (12 Volt Only) shall be subject to a two-year (2) limited warranty unless otherwise stated.
  - A) Grote® Economy sealed lamps shall be subject to a one-year (1) limited warranty.
- (2) Conspicuity Tape shall be subject to a five-year (5) or ten-year (10) limited warranty. Please refer to the Grote® reference guide and/or Grote® website for warranty time frame by part number.
- (3) Grote® LED Products are subject to the terms set forth below under "Special LED Limited Warranty."
- (4) Grote® ULTRA-BLUE-SEAL® Male Pin Wire Harnesses shall be subject to a seven-year (7) limited warranty.
- (5) Grote® ULTRA-BLUE-SEAL® Female Pin (Standard) Harnesses shall be subject to a five-year (5) limited warranty.
- (6) Grote® makes no warranty whatsoever with respect to bulbs and fluorescent tubes in lamp assemblies.
- (7) Grote® makes no warranty whatsoever with respect to any and all devices powered by common household-type batteries.

## SPECIAL LED LIMITED WARRANTY

Grote® LED lamps are covered by the Grote® Special LED Limited Warranty and are warranted to be free from defects in workmanship and/or material only for the specified time frames listed below. Grote® will replace any Grote® LED lamp to the original purchaser, if the Grote® LED lamp fails due to defects in workmanship and/or materials during the warranty time frame specified below:

THE LED LIMITED WARRANTY DOES NOT APPLY TO SEVERE APPLICATIONS. Examples: Mining, Snow plowing and Fertilizers.

- (1) Grote® LED lamps are to REMAIN INTACT, FREE FROM PHYSICAL ABUSE, SUBJECT TO PROPER INSTALLATION WITHOUT MODIFICATION AND MUST BE USED ONLY WITH GROTE® APPROVED WIRING ACCESSORIES. ANY VIOLATION OF THESE CONDITIONS WILL VOID THIS LED LIMITED LAMP WARRANTY. For guidance regarding proper installation, please see above under "Surface Mount Installation Guidelines".
- (2) ANY DAMAGE OR CRACKING DUE TO CHEMICALS OR INCOMPATIBLE CLEANERS WILL VOID THIS WARRANTY.
- (3) Grote® LED lamps are designed to work in conjunction with the Grote® ULTRA-BLUE SEAL® Wire Harness System including Grote® factory molded pigtailed for use with the Grote® ULTRA-BLUE SEAL® Wire Harness System. Therefore, Grote® LED lamps have a Limited Warranty based on the following criteria:
  - A – Grote® SuperNova® high performance LED lamps are covered by a ten-year (10) Limited Warranty when installed with male pin, hard shell or patented double-seal pigtail connectors.
    - 1) Grote® SuperNova® high performance LED lamps are covered by a three-year (3) Limited Warranty when installed with hardwire bullet connectors.

2) Grote® SuperNova® high performance LED lamps are covered by a two-year (2) Limited Warranty when installed with hardwire termination.

- B – Grote® MicroNova® high performance LED lamps are covered by a three-year (3) Limited Warranty when installed with hardwire bullet connectors.
- C – Grote® Hi Count® LED lamps (part numbers that begin with a G) are covered by a two-year (2) Limited Warranty.
- D – Grote® WhiteLight LED lamps are covered by a three-year (3) Limited Warranty.
- E – Grote Select® high value LED Stop/Tail/Turn and Back-up lamps are covered by a two-year (2) Limited Warranty. Grote Select® LED Flood Lamps are covered by a one-year (1) Limited Warranty.
- F – Grote Brite Zone® LED lamps are covered by a two-year (2) Limited Warranty.
- G – Grote® Warning & Hazard LEDs are covered by a two-year (2) Limited Warranty.
  - 1) Any and all LED Devices powered by common household-type batteries are not covered by Grote's Limited Warranty.
- H – Other Grote® LED lamps for FMVSS applications excluding SuperNova®, MicroNova®, WhiteLight and Hi Count® are covered by a two-year (2) Limited Warranty.
- I – Other Grote® LED lamps (non-FMVSS) are covered by a one-year (1) Limited Warranty.
- J – Grote® XTL® products are covered by a one-year (1) Limited Warranty.

LED Brand Category	Termination Style					
	Male Pin	Hard Shell	Female Pin	Hardwire w/ Bullet Connectors	Hardwire	Patented Double-Seal Pigtail
Grote® SuperNova®	10	10	N/A	3	2	10
Grote® MicroNova®	N/A	N/A	N/A	3	N/A	N/A
Grote® Hi Count®	N/A	N/A	2	N/A	2	N/A
Grote® WhiteLight	3	3	3	3	3	N/A
Grote Select®	N/A	N/A	2	N/A	1	2
Grote® XTL®	N/A	1	N/A	1	1	N/A
Grote® Brite Zone®	N/A	N/A	N/A	N/A	2	N/A
Grote® Warning & Hazard LEDs	2	N/A	N/A	2	2	N/A
Grote® LEDs (FMVSS)	2	N/A	2	2	2	N/A
Grote® LEDs (non-FMVSS)	N/A	N/A	N/A	1	1	N/A

N/A - Not Available or None

Number represents the years of warranty from manufacture date

## QUALITY SYSTEMS:

Product within the catalog may be manufactured under various quality system certifications. If a customer requires particular quality certifications on specific products, they may contact Grote® Industries for detailed information.

## END USER RESPONSIBILITY:

Each user bears full responsibility for making their own determination as to the suitability of Grote® materials, products, recommendations, or advice for their own particular use. Each user is ultimately responsible to identify and perform tests and analyses necessary to assure that its finished parts incorporating Grote® products will be safe and suitable for use under end-user conditions. Nothing in this or any other document, nor any oral recommendation or advice, shall be deemed to alter, vary, supersede, or waive any provision of this Limited Warranty or this Disclaimer, unless any such modification is specifically agreed to in writing signed by a Grote® Industries Representative.

## **INTELLECTUAL PROPERTY:**

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No statement contained herein concerning a possible or suggested use of any material, product or design is intended, or should be construed, to grant any license under any patent or other intellectual property right of Grote® Industries or any of its subsidiaries or affiliates covering such use or design, or as a recommendation for the use of such material, product or design in the infringement of any patent or other intellectual property right.

The information in this catalog is deemed correct at the time of publication and is provided in good faith. There may be inaccuracies due to legislative changes, competitive part number changes, technological advances or typographical errors. Customers should contact Grote® Industries for updated information.

## **WARRANTY RETURN AND REPLACEMENT INSTRUCTIONS**

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To be eligible for limited warranty consideration, either contact your Grote® sales representative or call Grote® customer service at **800.628.0809** (in Canada, call **800.268.5612**). Upon issuance of a returned goods authorization number, return the failed product, freight prepaid to: Warranty at Grote® Industries, Inc., 2600 Lanier Drive, Madison, Indiana 47250. In Canada, return product, freight prepaid to: Warranty at Grote® Industries Co., 230 Travail Road, Markham, Ontario L3S 3J1. Any product covered under the terms of the respective limited warranty will be replaced directly to the original consumer/purchaser only. Items received by Grote® will not be returned unless accompanied by a specific written request. The product to be returned will be those items not covered under the warranty and will be returned to sender freight collect.

## **CONSUMER RIGHTS IN VARIOUS STATES**

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This warranty gives you specific legal rights, and you may have other rights that vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Further, some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

Effective October 1, 2019