

5 YEAR LIMITED WARRANTY

ETi Solid State Lighting Inc.("ETiSSL") warrants its commercial lighting products for a period of 5-years from the date of shipment from ETiSSL's warehouse/facilities against defects in materials and workmanship. If the product(s) fail to comply with the terms of our Standard Warranty, ETiSSL, at its own option will repair or replace the product(s) with the same or equivalent product(s) in regards to suitable functionality/design/performance or required component part(s) for repair. This Standard Warranty excludes labor and equipment required to remove and/or reinstall original fixtures, replacement fixtures and/or required component parts. The replacement or repair of any product(s) or required component part(s) does not extend the original standard warranty period or terms. This warranty is expressly limited to repair or replacement of product(s), liability for direct, incidental, or consequential expenses or damages is expressly excluded. Some states do not allow exclusions of direct, incidental or consequential damages, so the above limitation of exclusion may not apply to you. This warranty gives the consumer specific legal rights, which vary from state to state. WARRANTY IS VOID IF PRODUCT IS IMPROPERLY INSTALLED OR NOT USED FOR THE PURPOSE WHICH THIS PRODUCT IS MANUFACTURED.

If ETiSSL no longer has a suitable equivalent product for replacement in regards to functionality/design/performance or access to required component part(s) for repair, upon approval we will issue full credit equal to the warrantied item's original invoice. If ETiSSL has an equivalent product suitable for replacement in regards to functionality/design/performance or access to required component part(s) for repair and the Purchaser chooses not to accept fixture replacement or repair, then ETiSSL reserves the right to approve and grant the Purchaser a prorated unit credit on a case-by-case basis. Upon approval, ETiSSL will apply a prorated credit based on the original date of delivery of the warrantied product(s). Unit credit is calculated as follows: Purchase Price (\$) x Unexpired warranty period (months) / Warranty period (months).

LIMITS OF LIABILITY

The foregoing shall constitute the exclusive remedy of the purchases and the sole liability of ETi for our lighting products. IN PARTICULAR, NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. In no event shall ETi be liable for any other costs or damages, including lost profits or revenues, incidental, special or consequential damages, as well as labor and equipment rental associated with lamp replacement.

INSTALLATION AND OPERATION REQUIRMENTS

This limited warranty only applies when ETi lighting products are properly wired and installed as per provided instructions, rated environment and existing local electrical code.

- •Operated within the electrical values shown ETi product specification documents
- •Used in situations approved for the application and in the environmental conditions (temperature, humidity, and water exposure) specified on the ETi product specification sheet
- •This warranty does not apply to any acts of God or as a result of any abuse, misuse, abnormal use or use in violation of 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).
- •This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions including power surges, lightning strikes, excessive switching cycles and operating hours and operation at an ambient temperature higher than product rating lasting greater than 10 hours.

WARRANTY SERVICE CLAIMS

Warranty replacement claims can be serviced by calling ETISSL's National Customer Service & Sales Center:

1-855-384-7754 (ETI-SSLI)

Fax: 216-468-0348

Email: etiorders@etissl.com

If you are unsure whether a situation exists that is covered by this warranty, please contact ETISSL's National Customer Service & Sales Center for assistance.

RETURN OF DEFECTIVE PRODUCT

- •After obtaining authorization to return defective product, LED Retrofits should be shipped freight pre-paid to the address provided with your returns form. Proof of purchase will be required. Failure to follow this procedure shall void this warranty.
- •ETISSL reserves the right to (i) examine all failed LED Retrofits to determine the cause of failure and patterns of usage and (ii) be the sole judge as to whether an LED Retrofit is defective and covered under this warranty.