



**Amax Lighting, Inc.**

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## **WARRANTY AMAX LIGHTING, INC.**

### **LIMITED WARRANTY**

**AMAX LIGHTING, INC.** WARRANTS TO THE ORIGINAL PURCHASER THAT ITS LIGHTING FIXTURES AND PRODUCTS INCLUDING THE COMPONENTS THEREIN, SHALL BE FREE FROM DEFECTS IN MATERIAL AND CRAFTSMANSHIP FOR A LIMITED PERIOD OF **ONE (1) YEAR FROM THE DATE OF INVOICE. AMAX LIGHTING, INC.** MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN, ORAL OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR ANY SPECIFIC PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT, REGARDLESS OF ORIGIN. UNDER NO CIRCUMSTANCE IS **AMAX LIGHTING, INC.** HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNDER NORMAL USE, SHOULD THE PRODUCT UNDER WARRANTY FAIL IN MATERIAL OR CRAFTSMANSHIP, **AMAX LIGHTING, INC.** WILL, AT ITS SOLE DISCRETION, (1) REPAIR AND RETURN THE PRODUCT, FREIGHT PREPAID, AND HONOR THE BALANCE OF THE WARRANTY PERIOD OR (2) REPLACE THE PRODUCT, FREIGHT PREPAID, AND HONOR THE BALANCE OF THE WARRANTY PERIOD. PRODUCTS THAT HAVE BEEN DAMAGED THROUGH NEGLIGENCE, ACCIDENT OR MISUSE OF THE PURCHASER OR ITS AGENTS WILL BE, AT PURCHASER'S DISCRETION, REPLACED AT PURCHASER'S COST OR RETURNED UN-REPAIRED, FREIGHT COLLECT.

### **LIMITATION OF LIABILITY**

**AMAX LIGHTING, INC.** maximum liability is only limited to the value of the goods sold. It is the Purchaser's sole responsibility to pre check the functionality, voltage outputs and specifications of the goods (for example: an LIGHT FIXTURE unit) purchased before assembling it/them into the display systems or areas to be lighted. **AMAX LIGHTING, INC.** will NOT be liable for any associated damages on any hardware or components (such as, but not limited, a display case, walls, cabinets, ... etc) nor any labor involved arising from the use of goods sold.

### **FORCE MAJEURE**

**AMAX LIGHTING, INC.** shall not be liable for delay or failure to deliver products due to wars, civil disturbances, strikes, accidents, fires, floods, storms, Acts of God, or the inability to obtain necessary labor, energy, water, raw or finished materials, facilities, government priorities or allocations, transportation or other causes beyond **AMAX LIGHTING, INC.** control.

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