

## LIMITED WARRANTY:

Manufacturer warrants that each Product will be free from any defects in materials and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation accompanying the Product (the "Specifications"). The foregoing warranty shall be valid for a period of 12 months from date of Purchaser's purchase (the invoice date) from Manufacturer, provided, however, that for all LED Products, the foregoing warranty shall be valid for a period of 36 months from date of Purchaser's purchase (the invoice date) from Manufacturer. If a Product fails to operate in accordance with this warranty Manufacturer will provide free replacement of the failed Product subject to the terms and conditions set forth below.

## TERMS AND CONDITIONS:

If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Products Return Policy within the warranty period, and upon examination Manufacturer determines to its satisfaction that such Product failed to satisfy this warranty, Manufacturer will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses. If Manufacturer chooses to replace the Product and is not able to do so because the Product has been discontinued or is not available, Manufacturer may replace it with a comparable product. This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the Specifications. This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use. This Warranty shall become void in the event any repairs or alterations not duly authorized by Manufacturer in writing are made to the Product by any person.

Manufacturer's warranty flows only to Purchaser. Except for any warranty card which may be packed with a Product by Manufacturer, Purchaser is not authorized to offer or extend warranties on Manufacturer's behalf to anyone. Any unauthorized warranties given by Purchaser shall remain Purchaser's sole responsibility. Purchaser is solely responsible for determining the suitability of Manufacturer's Products for Purchaser's use or resale.

## THIRD PARTY WARRANTIES:

With respect to ballasts supplied with fluorescent products and any other products sold to the Purchaser by Manufacturer but not manufactured by Manufacturer, MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

#### **NO IMPLIED OR OTHER WARRANTIES:**

THE WARRANTIES GIVEN IN THESE TERMS ARE THE ONLY WARRANTIES GIVEN BY THE MANUFACTURER WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY, AND MANUFACTURER'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN.

No agent, employee or representative of Manufacturer has any authority to bind Manufacturer to any affirmation, representation or warranty concerning goods sold by Manufacturer and unless an affirmation, representation or warranty is specifically included herein or in Manufacturer's sales acknowledgement, it does not form a part of the basis of any bargain between Manufacturer and Purchaser and shall not be enforceable by Purchaser.

#### **LIMITATION OF LIABILITY:**

An essential purpose of the limited exclusive liabilities and remedies in this Agreement is allocation of risks between Manufacturer and Purchaser, which allocation of risks is reflected in the purchase price for the Products. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MANUFACTURER'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.