# STANDARD PRODUCT WARRANTY
# TERMS & CONDITIONS

**Introduction**

This product warranty (the "Warranty") covers each of MaxLite's LED lighting fixtures, lamps, and controls (the "Product(s)") that are purchased while the Warranty is in effect, for a specified period of time (the "Warranty Period") from the earlier of the actual installation date or 90 days after the original date of purchase from a MaxLite authorized distributor/dealer. For each Product, the Warranty Period can be found in the most current versions of the MaxLite Standard Product Warranty Coverage document ("SPWC") and applicable MaxLite Product Data Sheet ("PDS").

**Warranty Coverage**

If a Product fails to operate during the Warranty Period as a result of defects in materials or workmanship, MaxLite will, at its option, repair it, replace it with the same Product (or, if the same Product is not reasonably available, with a product that is comparable in MaxLite's view) at no charge, or will issue a refund.

MaxLite reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty replacement process.

**General Terms and Conditions of the Warranty**

1. The Warranty is effective for purchases of Products on and after July 22, 2019. MaxLite reserves the right to modify the Warranty from time to time; any such modifications shall be effective for all purchases made on and after the effective date of such modification.
2. The Warranty is applicable only to Products originally purchased from an authorized MaxLite distributor/dealer and is otherwise void.
3. Except for Products that qualify for a labor allowance per the SPWC, MaxLite is not responsible for any of the labor costs or other expenses associated with Product removal or installation.
4. The Warranty is void if the Product is operated outside its normal operating conditions per the applicable PDS, has been installed for an application for which it is not rated, or has been subject to accident, neglect, abuse, misuse, or Acts of God, and shall only be effective if the Product has been used, installed, and maintained in accordance with MaxLite's written instructions.
5. The Warranty shall not apply to any Product which is used, installed, operated, or maintained in violation of any applicable standard, code, or instructions for use, including without limitation, those contained in the Standards for Safety of Underwriters Laboratory, Inc (UL); the National Electric Code (NEC); Standards for the American National Standards Institute (ANSI); or, in Canada, the Canadian Standards Association (CSA).
6. The Warranty does not cover any 3rd party devices or products used in conjunction with the Product unless they are purchased from or provided by MaxLite to be used specifically with the Product.
7. Repaired and/or replacement products are warranted by MaxLite for the remainder of the failed Product's original Warranty Period.
8. The Warranty shall not apply to Products, parts, advice, assistance, or service which a) MaxLite

furnishes as a courtesy or for no fee, and/or b) that are purchased and/or used outside of the United States or Canada.

9. In the event that LEDs fail to operate, such shall constitute a Product defect under the Warranty only if at least 15% of the LEDs per product have stopped illuminating.

10. The Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating. Nor does the Warranty cover any lumen drop-off or CCT (color temperature) variations experienced by a Product.

11. Only an Officer of MaxLite, or a designee appointed in writing by an Officer of MaxLite is authorized to change, modify or extend the terms of this Warranty.

12. The Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of New Jersey in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venued exclusively in the State or Federal courts located within the State of New Jersey (U.S.A.).

13. To make a claim under the Warranty, customer must notify MaxLite (or MaxLite's designee) in writing, during the Warranty Period, of the Product failure. All claims must be initiated using the warranty claim process found on MaxLite's website.

14. Before providing Warranty coverage, MaxLite or its designee(s): (i) may require that you provide evidence of the purchase and/or installation date (e.g. a copy of original receipt/invoice, customer order number, etc.); and (ii) shall have the right but not the obligation to inspect the relevant project job site.

15. Warranty coverage is only available if the original purchaser is not in default or arrears on any portion of its payment obligations to MaxLite for the defective Product.

**LIMITATION OF LIABILITY**

THIS WARRANTY IS EXCLUSIVE, AND IS THE SOLE REMEDY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. THE LIABILITY OF MAXLITE SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL MAXLITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, LABOR COSTS, REMOVAL OR INSTALLATION COSTS, WHETHER OR NOT MAXLITE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL MAXLITE'S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT (EXCLUDING LABOR WARRANTY COVERAGE WHERE SPECIFCALLY OFFERED BY MAXLITE). WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; MAXLITE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, such limitation may not apply to you.

# MaxLite® Standard Product Warranty Coverage

| CATEGORY | DESCRIPTION | YEARS |
|---|---|---|
| LAMPS & TUBES | Value Series Lamps (Types A, PAR, & BR) | 1 |
| | Decorative Lamps (Candelabra & Filament Lamp) | 3 |
| | All other screw base & GU base lamps | 5 |
| | 2′ to 8′ LED tubes | 5 |
| RESIDENTIAL APPLICATIONS | Residential Downlights | 5 |
| | Retrofit Kits (Residential Downlight & Flush Mount) | 5 |
| | Sconces & Flush Mount Residential Fixtures | 5 |
| | Vanity Bars & Lanterns | 5 |
| | Desk Lamps and Torchieres | 5 |
| COMMERICIAL & INDUSTRIAL APPLICATIONS | Light Bars | 5 |
| | Shop Lights | 5 |
| | Harsh & Hazardous | 5 |
| | Horticulture HID Fixtures | 3 |
| | Horticulture LED Fixtures | 5 |
| | GuardMAX Security | 5 |
| | Vaporproof Jelly Jars | 5 |
| | Barn Lights | 5 |
| | Polygon LSP Series LowBay/Parking Garage Fixtures | 5 |
| | Universal Commercial Downlight | 5 |
| | High Temperature High Bay | 5 |
| | MPulse and QuadroMAX fixtures | 10 |
| | Area and Flood Lights (AR, FL, FLS, FML, FMM, FMS, FMX, & BF Series) | 10 |
| | WallMAX Wallpacks | 10 |
| | Canopy and LowBay/Parking Garage Fixtures (CPL Series) | 10 |
| | Bollards | 10 |
| | Panels & Troffers | 10 |
| | Downlights (non-J-box mounted) | 10 |
| | Retrofit Kits (TRK, LRK, RS) | 10 |
| | High Bays (excludes HPH) | 10 |
| | Linear Fixtures (L-Max, VT, LF, LS, LSU, LSUECO, LSV, & LSVECO) | 10 |
| | Pendants (Commercial Round & Direct/Indirect) | 10 |
| OTHER | Mounting Accessories | 1 |
| | Poles | 3 |
| | Exit & Emergency Lighting | 5 |
| | Motion and/Or Daylight Sensors | 5 |
| | LED Sign Modules | 5 |
| | Magnetic Ballast | 5 |
| | Non-LED Lamps | 5 |

1 YEAR WARRANTY
3 YEAR WARRANTY
5 YEAR WARRANTY
10 YEAR WARRANTY

**NOTES:**

1. For any product not listed above, contact MaxLite for warranty information.
2. Any products marked as Clearance shall carry the lesser of a 5 Year warranty, or the warranty period stated on the product data sheet.
3. All 10 Year warranties are based on a maximum 16 hrs/day operation, and ambient temperature of -29°F to 104°F (outdoor) and -4°F to 77°F (indoor), and include up to a $25 labor allowance per item (registration for labor allowance required). If ambient temperatures fall outside the -4°F to 77°F range, product is warrantied for 5 years according to the operating temperature range specified on the PDS.
4. Extended warranty coverage may be purchased for products with a 5-year warranty, or for a higher labor allowance on products with a 10-year warranty. Standard warranty terms and conditions apply. Contact your MaxLite representative for product eligibility and pricing. Minimum purchase and site registration required.
5. Warranty start date is the earlier of the actual installation date, or 90 after the original purchase (whichever comes first).
6. It is not a requirement to register the warranty to receive product replacement warranty coverage; however, you must register the warranty if you want to be eligible to receive the labor allowance associated with the 10 Year Warranty.
7. Accessories and emergency battery backup excluded. Motion sensor and Photocontrol components follow supplier's warranty.
8. Warranty claim and registration forms, and complete Standard Product Warranty Coverage Terms and Conditions, are available at: www.maxlite.com/warranties