

## **Ambiate Warranty**

Sunshine Lighting (The seller) warrants that its lamps and fixtures (The products) are at the time of delivery to the buyer, in good working order and free from defects.

If a product fails to conform with this limited warranty for the specific period below, seller will at its sole option, either repair the product at no charge, or replace the product, or provide the buyer a credit for a future purchase as calculated below (Invoice price of the product, divided in operating hours, minus delivered hours).

10K Hours - 1 year warranty 12K Hours - 1.2 years warranty 15K Hours - 1.5 years warranty 20K Hours - 2 years warranty 25K Hours - 2.5 years warranty 30K Hours - 3 years warranty 50K Hours - 5 years warranty

Replacement of the product does not include any removal or reinstallation costs or expenses, and/or labor costs or expenses, shipping costs to return items under warranty. If seller choses to replace the product, and the item is no longer available, seller may replace it with a product that is

comparable with the original item.

The above limited warranty is subjected to the following conditions:

a) The product must be used in accordance of the conditions described on the product installation and/or specification sheet. b) The product has not been mishandled, abused, altered, electrical current fluctuations, acts of god, neglected, or failure to follow operating, maintenance or environmental instructions per the seller, or services performed by someone other than the seller without written consent.

c) Product has been purchased directly through the sellers authorized distributer or dealer.

- d) Products have been purchased and used within the United States and Canada.
- e) Adequate product operating records are kept and made available when requested.

f) To receive credit, the product must be returned to the seller along with a prior RMA (return merchandise authorization)

Replacement parts or products provided under the terms of this warranty are warranted for the remainder of the warranty period of the original product they replaced. This limited warranty is voided if the products are not used in accordance in which the product is manufactured. Warranty applies only to products manufactured by Lighting & Supplies and does not include third party products that might be used in the installation.

Except for the expressed warranty stated above, seller provides its products as is and makes no other representations or promises, warranties expressively or implied regarding its products. Seller shall in no event be liable for any special, compensatory, indirect, incidental, punitive, or consequential damages.

In no event shall the seller be liable for any special, compensatory, indirect, incidental, punitive or consequential damages, including without limitation, damages resulting from the loss of use, business or goodwill or profits. Seller will only be bound by this expressed warranty. No other expressed warranty or guarantee given by any other person or entity shall bind the seller.

These product warranties shall be governed by the laws of the state of New York. Buyer consents to the personal jurisdiction and venue of the courts in the state of New York.

Any legal or equitable claim of any nature arising here under shall be filed and maintained in the state/federal courts in NYS. In the event that suit is necessary, buyer shall be liable for reasonable attorney's fees, interest and cost of collections.

No agreement or understanding varying the terms and conditions here after shall be binding upon Lighting &Supplies, unless in writing and signed by an authorized representative of both parties. This warranty terms shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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