

## **WARRANTY**

Eco-Lite Products, LLC (Eco-Lite) warrants our fixtures containing an Electronic Ballast to be free from defect in material and construction, subject to the terms and conditions below, for a period of five (5) years, beginning from the date of shipment. Eco-Lite does not warrant the rated life of any bulbs used with its products. All fixtures that contain light emitting diodes (LED) are warranted for a period of three (3) years, beginning from the date of shipment. These warranties are conditioned upon proper use and maintenance of our fixtures. These warranties are not applicable to any lighting fixtures that have not been properly stored or maintained, that have been altered or modified in any way, or that have not been installed and operated in accordance with current National Electric Code ("NEC") and American National Standards Institute ("ANSI") standards and specifications, and in accordance with instructions supplied by Eco-Lite. These warranties are also not applicable to any Lighting Fixtures subjected to abnormal stresses and operating conditions. Any repair of any Eco-Lite Lighting Fixtures without Eco-Lite's written approval or replacement of any part or parts of any Eco-Lite Lighting Fixtures with any part or parts not provided by Eco-Lite will void the entire warranty. Eco-Lite will correct any defects in an Eco-Lite lighting fixture, at Eco-Lite's option, by either repairing or replacing any defective part or parts or by making a replacement Eco-Lite lighting fixture available. Unless otherwise stipulated Eco-Lite will examine all Eco-Lite lighting fixture said to be defective and reserves the right to be the sole judge as to whether any Eco-Lite Lighting Fixtures are defective and covered under this warranty.

These express limited warranties are extended by Eco-Lite only to the original purchaser. Warranty claims can be made by contacting 1-800--345-9652 to initiate the process for the problem resolution as outlined below. The foregoing warranty shall constitute the sole and exclusive remedy to the purchaser and the sole and exclusive liability of Eco-Lite. The foregoing warranties are exclusive of all other statutory, written or oral warranties, and no other warranties of any kinds, statutory or otherwise, are given or herein expressed.

## **LIMITATION OF LIABILITY:**

Under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will Eco-Lite be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profit or revenues, loss of use of ballast or any other goods or associated equipment, cost of capital, cost of substitute products, facilities or service, down time costs, or claims of purchaser's customers, Eco-Lite's liability to any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this warranty or from the Eco-Lite Lighting Fixture shall not exceed the price of the specific Eco-Lite Lighting Fixture. Eco-Lite reserves the right to examine all fixtures which are claimed to be defective or non-functioning and reserves the right to be the sole judge as to whether any ballasts are defective and covered under this warranty. In the event a returned product is found to be functioning properly, Eco-Lite reserves the right to charge the customer for all costs associated with the returned product, including but not limited to shipping, labor and materials.