



STATEMENT OF 1-YEAR LIMITED WARRANTY NON-LED FIXTURES / PRODUCTS

DURATION OF WARRANTY: Products are warranted for a period of one (1) year from the manufacture date as indicated on the Product Label notwithstanding the exclusions set forth below.

PRODUCTS COVERED UNDER THIS WARRANTY: This Limited Warranty of Lighting Etc., Inc. (LEI), applies strictly to NON-LED products manufactured by LEI. The term "NON-LED Products" means a LEI fixture that does not incorporate LED boards or arrays and LED drivers. This Limited Warranty applies only to LEI NON-LED Products and does not apply to any other equipment or device onto which a LEI NON-LED Product is installed. All LEI NON-LED Products are manufactured from new components.

WARRANTY EXCLUSIONS: Installation of any LEI NON-LED 480-volt Products on an ungrounded 480-volt system will void product warranty. LEI reserves the right to decline any product warranty on material returned that is deemed to have hazardous contaminants or debris present.

LEI will not be responsible under this warranty for any failure of the Product(s) that results from external causes such as: act of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Products(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by LEI; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of LEI; use of the Product(s) with products, process or materials supplied by any end user or third party; or any other occurrences beyond LEI's reasonable control. The Product(s) are not warranted against costs that may be incurred in connection with charges or modifications to the Products(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Products(s) are not warranted against cost resulting from installation of third party components, failure of third party supplied components, or failure of LEI Products(s) caused by a third party supplied component.

CONDITIONS OF WARRANTY: LEI warrants that the NON-LED Product(s) is free from defect in material and workmanship under normal use when properly installed and maintained during the warranty period. Any Product with a coated finish will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking or peeling. This coated finish is not warranted against abrasion, fading or chalking. The Statement of Limited Warranty (Warranty) applies only when the Product(s) are installed in applications that are within the range of specified operating temperatures and are operated within the electrical values shown on the ballast label.

EXCLUSIVE REMEDY: If the Product(s) fail to comply with the terms of this Warranty, LEI, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user.

THE REPAIR OR REPLACEMENT OF ANY PRODUCT(S) OR COMPONENT PART WITHIN THE PRODUCT(S) IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF THE PRODUCT(S) TO COMPLY WITH THE TERMS OF THIS WARRANTY AND DOES NOT EXTEND THE WARRANTY PERIOD. THIS LIMITATION APPLIES WHETHER DAMAGES ARE SOUGHT, OR CLAIMS MADE UNDER A CONTRACT CLAIM, TORT CLAIM INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY, OR ANY OTHER CLAIM ARISING FROM A DEFECTIVE PRODUCT. LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS HEREBY EXPRESSLY EXCLUDED. LEI IS NOT LIABLE FOR ANY CLAIM BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. LEI IS NOT LIABLE FOR ANY OTHER LOSS OR EXPENSE WHATSOEVER RESULTING FROM A DEFECTIVE PRODUCT.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND LEI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF LEI PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM LEI.

PROCEDURE FOR CLAIMS: Any person or entity desiring to make a claim under this Limited Warranty (the "Claimant") shall notify LEI within **NINETY (90) days of discovery of defect**; via email, FAX or mail addressed to: LEI, Warranty Claims PO Box 3403 Pearland, TX 77588. Should LEI desire to examine the Product(s) prior to disposition of any claim, LEI will specify a destination to which the claimed defective shall be shipped.



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Unless otherwise specified Customer pays freight to ship Product(s) to LEI for evaluation. Notwithstanding, the Claimant shall not dispose of a claimed defective Product(s) until the claim has been resolved. The Claimant must return the claimed defective Product(s) to LEI before LEI will send out a repaired or replacement Product(s). Upon receipt of the claimed defective Product(s), LEI will undertake such examinations of the Product(s) as it deems necessary or desirable. If LEI concurs that the Product(s) incurred a Defect within the Warranty Period, LEI **will** repair or replace the Product(s) **at its discretion** and return it, freight prepaid.

LEI may request from the Claimant, certain installation, maintenance and repair records related to the claimed defective Product(s). If such records do not show that appropriate installation, maintenance or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the Claimant. If the Product(s) reviewed by LEI does not meet the requirements of the Limited Warranty, LEI shall notify the Claimant and the Claimant shall notify LEI promptly that either (a) LEI is to repair the Product(s) at the Claimant's sole cost, with the return to the Claimant being freight collect; or (b) that LEI is to dispose of the Product(s) at the Claimant's sole cost. If the Claimant desires the non-warrantied Product(s) be returned to them, either repaired or not, the non-warrantied Product(s) will be shipped to the Claimant via freight collect.

Once LEI has completed the inspection process for the claimed defective Product(s), LEI will send the Claimant the results of that inspection and whether the Product(s) complies with the Limited Warranty or not. If the Product(s) reviewed by LEI does not meet the requirements of the Limited Warranty, LEI will keep the items for no longer than 14 days after sending the inspection results to the Claimant. If no resolution has been communicated by the Claimant to LEI as to what is to be done with the non-compliant Product(s), LEI reserves the right to discard the Product(s) and at that point remove ownership of the Product(s) from Claimant.

LEI will not send back a repaired or replacement warrantied Product(s) with a non-warrantied Product(s). A repaired or replacement warrantied Product(s) and a non-warrantied Product(s) must be shipped separately.

LEI reserves the right to modify this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modifications or discontinuance.

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