MSI, LLC Limited Warranty

The *Limited Warranty* set forth below is given by MSI, LLC with respect to the lighting product packaged with this *limited warranty* (the "Product"). The *Limited Warranty* is extended to the original purchaser of the Product and is not transferable to anyone who subsequently purchases, Leases, or otherwise obtains the product from the Buyer, manufactured by MSI, LLC, 1342 South Powerline Road, Deerfield Beach, Florida 33442.

Your Product, when delivered to you in new condition, in its original packaging, including all parts and components thereof, is warranted against defects in materials or workmanship as follows:

1) Lamps in operation twelve (12) hours per day: Five (5) years from the date of original purchase or 25,000 hours, whichever occurs first.
2) Lamps in operation twenty four (24) hours per day: Three (3) years from the date of original purchase or 25,000 hours, whichever occurs first.

The *Limited Warranty* covers units that have completely failed due to manufacturers' defects and does not apply if the failure is caused or contributed by any of the following:

a) Improper installation, storage or failure to follow operating instructions
b) Improper maintenance
c) Repairs or alterations not authorized or performed by MSI
d) Accident, damage, abuse or misuse including environmental applications
e) Abnormal or unusual operating conditions or applications
f) Electrical current surges
g) A purpose or application in any way different from that for which the product was designed. Products are designed for indoor dry listed environments.
h) MSi shall have no liability of any kind for failure of any equipment or other items in which the products are incorporated.
i) Improper transportation or poor packing/packaging when returning the product to MSi.
j) Installations where ambient temperatures exceeds 130 degrees Fahrenheit (54C).
k) Installations in fully enclosed cans or sealed fixtures.

Lumen degradation will be warranted for any bulb that exceeds 15% lumen depreciation over a 25,000 hour operating time period or five years, whichever comes first. Lumen depreciation will be determined by measuring the bulbs current Lumen output and comparing it to a known Lumen output established and recorded by serial number at the time of manufacture.

Color shift will be warranted for any bulb that exceeds a color shift of more than +/- 100 Kelvin over a 25,000 hour operating time period or five years, whichever comes first. Color shift will be determined by measuring the bulbs current Color Temperature (CCT) and comparing it to a known Color Temperature established and recorded by serial number at the time of manufacture.

MSI, LLC or its authorized service provider will repair or replace, at its option, a unit proved to be defective and non functional within the warranty period and under the conditions of the warranty.

MSI, LLC is not responsible for the cost of removal of the unit, damages due to removal or installation, any shipping charges to or from the factory, or the installation of a repaired or replacement unit.

Implied Warranties, when applicable, shall commence upon the same date as the *Express Warranty* provided above, and shall, except for warranties of title extended only for the duration of the *Express Warranty*. Some states do not allow limitations on how long an implied warranty lasts. So the above limitation may not apply to you. The only remedy provided to you under an applicable implied warranty and the *Express Warranty* shall be the remedy provided under the *Express Warranty*. Subject to the terms and conditions contained therein, MSI, LLC shall not be liable for incidental and consequential losses and damages under the *Express Warranty*, and applicable *implied warranty*, or claims for negligence, except to the extent that this limitation is found to be unenforceable under the applicable state law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to you. The Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PRODUCT RETURN POLICY

1) Claims for products to be returned must be made with the applicable warranty period. If the customer requests that a replacement be send immediately, the replacement product will be billed to the customer's account in accordance with MSi standard payment terms. Once a final warranty decision is made, a credit will be issued if the warranty claim is allowed.
2) Do not return any items that have not received a Return Materials Authorization (RMA) number from MSi
3) Your RMA number is valid for sixty (60) days from the date of authorization
4) MSi reserves the right to repair or replace the defective product.
5) Damaged items not as a result of a manufacturing defect will not be repaired and are not covered by this warranty. You will need to purchase a replacement.

PRODUCT RETURN PROCESS

1) Ensure item or items qualify under the MSi warranty.
2) Call the MSi RMA Department for a RMA processing number on or before the expiration date of the applicable warranty period at:
   PHONE: 888 778-9864
   FAX 954 971-3725
3) Packaging instructions, shipping method and paperwork will be sent to you via email or fax. You are responsible for all freight charges and packaging on all returned items.