

MAXCOR BRAND LIMITED WARRANTY

EXPRESS LIMITED WARRANTY

Subject to the exclusions contained below, NICOR Inc. (NICOR) warrants that all MAXCOR branded Solid State Lighting products made by NICOR to be free from defects in materials and workmanship, under normal consumer usage for a period of 5 years from date of purchase. This limited warranty is a consumer's exclusive remedy, and applies only to new products purchased and used by consumers in the United States or Canada, which are accompanied by this written warranty.

This limited warranty extends only to the first consumer purchaser, and is not transferable. A consumer wishing to invoke the terms of this warranty must first obtain a RGA number within 30 days of discovery of the defect, and return the product to NICOR for inspection. Once verified to be covered by this limited warranty, NICOR will, at its discretion, repair, replace or refund the purchase price of any product that does not conform to this limited warranty.

This limited warranty covers only defects in material and workmanship associated with normal installation and intended use of the product.

THIS LIMITED WARRANTY DOES NOT COVER THE FOLLOWING:

- Normal wear and tear;
- Defects or damages resulting from improper operation, storage, misuse or abuse, accident or neglect;
- Defects or damages resulting from improper service, testing, adjustment, installation, maintenance, alteration, connection to out-of-specification electrical service, corrosive or damp environments, or connection to incompatible equipment or devices (e.g., connecting non-dimmable lighting products to dimmers);
- Damage which occurs in transit; and
- Labor or other charges or expenses associated with the removal, repair, or re-installation of defective or replacement products.

ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, OTHERWISE THE REPAIR, REPLACEMENT OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL NICOR BE LIABLE, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCT TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW..

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