



**LIMITED WARRANTY**

**MaxLite LED Lamps**

MaxLite warrants that each of its LED lamps (the “Product(s)”) that are purchased while this Warranty is in effect will be free from defects in materials and workmanship for the period of time specified in the table below (the “Warranty Period”). The Warranty Period runs from the date of original purchase from MaxLite or its authorized distributor/dealer.

| LED Product  | Warranty Period |
|--|-----------------|
| <b>A Lamps – Models Nos. 6A19NDxx; 9A19NDxx; 11A19NDxx; 14A19NDxx</b>              | 3 years         |
| <b>A Lamps – All other Models Nos.</b>   | 5 years         |
| <b>Bay-Max Lamps</b>   | 5 years         |
| <b>BR Lamps</b>  | 5 years         |
| <b>Candelabra bulbs</b>  | 5 years         |
| <b>Cooler &amp; Freezer Lamps</b>  | 5 years         |
| <b>Filament LED Lamps (All Types)</b>  | 3 years         |
| <b>Globes</b>  | 5 years         |
| <b>Marquee Bulbs</b>   | 5 years         |
| <b>Miniature Lamps</b>   | 5 years         |
| <b>MR16s</b>   | 5 years         |
| <b>Night Light</b>   | 1 year          |
| <b>PAR Lamps</b>   | 5 years         |
| <b>PL Retrofit Lamps</b>   | 5 years         |
| <b>Post-Top Lamps</b>  | 5 years         |
| <b>Puck Lamps</b>  | 5 years         |
| <b>T-8 and T-5 LED Lamps</b>   |                 |
| <b>Linear Lamps, standard models</b>   | 5 years         |
| <b>Linear Lamps, 10-year models (delineated by model number ending with “G10”)</b> | 10 years        |
| <b>U-Bend Lamps</b>  | 5 years         |

If a Product fails to operate during the Warranty Period as a result of defects in materials or workmanship, MaxLite will, at its option, replace it with the same or like Product at no charge or issue a credit which may be used by the purchaser, within 6 months of issuance, for a MaxLite product purchase.

Credit is calculated as follows: Credit (\$) = Invoiced Purchase Price (\$) x unexpired original Warranty Period (months)/total Warranty Period (months).

**Additional Terms and Conditions**

1. This Warranty is effective for purchases of Product on and after the effective date set forth below. MaxLite reserves the right to modify this Warranty from time to time; any such modification shall be effective for all purchases made on and after the effective date of such revised Warranty.
2. This Warranty is extended only to the original purchaser of the Product from MaxLite or from an authorized MaxLite distributor/dealer, and is otherwise void.
3. MaxLite is not responsible for the labor costs or other expenses associated with Product removal or installation, including, without limitation, shipping costs incurred to return defective or nonconforming Products or any damages that may occur during the return of Products to MaxLite.
4. This Warranty does not cover any third-party products or devices used in conjunction with the Product.
5. This Warranty is void if the Product is operated outside of its normal operating conditions or has been subject to accident, neglect, abuse, misuse or acts of God, or has been operated at excessive temperatures, and shall only be effective if the Product has been used, installed, operated and maintained in accordance with the manufacturer’s instructions.
6. This Warranty shall not apply to any Product which is used, installed, operated or maintained in violation of any applicable standard, code or instructions for use, including, without limitation, those contained in the Standards for



Safety of Underwriters Laboratory, Inc. (UL); the National Electric Code (NEC); Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA).

7. In order to make a claim under this Warranty, customer must first notify MaxLite (or MaxLite's designee) in writing and obtain a Return Goods Authorization ("RGA") number from MaxLite.
8. Repaired and/or replacement Products are warranted for the remainder of the failed Product's original Warranty Period.
9. This Warranty shall only be effective if your purchase receipt for the Product is available for inspection by MaxLite, and a MaxLite representative has reasonable access to the failed Products and the fixtures used to operate them. The representative shall also have the right to invite other manufacturers' representatives to evaluate the lighting system components.
10. If an identical replacement Product is not reasonably available, MaxLite reserves the right, at its sole discretion, to replace the defective Product with a different product. MaxLite also reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the Warranty repair/replacement process.
11. This Warranty is limited to Products purchased in, and for use within, the United States or Canada.
12. This Warranty shall not apply to Products, parts, advice, assistance or service which MaxLite furnishes as a business courtesy or for no fee.
13. In the event that LED's fail to operate, such shall constitute a Product defect under this Warranty only if at least 20% of LED's per Product have stopped illuminating.
14. This Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating. Nor does this Warranty cover any lumen drop-off or any CCT (i.e., color temperature) variations experienced by a Product.
15. This Warranty is void if customer is in default on any portion of its payment obligations to MaxLite or to a MaxLite distributor/dealer.
16. In the event that a customer intends to conduct any tests on any Product alleged to be defective or subject to this Warranty, the conditions of such test shall be mutually agreed upon by the customer and MaxLite, in writing; the actual test shall be scheduled by mutual agreement; and MaxLite and its representatives may be present at any such tests.
17. Each and every provision of any applicable law, regulation, and/or clause which is required by any applicable law or regulation to be inserted into this Limited Warranty shall be deemed to be inserted herein, and this limited warranty shall be read and enforced as though it were included herein.
18. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Limited Warranty on behalf of MaxLite.
19. This Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of New Jersey in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venued exclusively in the State or Federal courts located within the State of New Jersey (U.S.A.).

#### ***Limitation of Liability***

THE FOREGOING WARRANTY IS EXCLUSIVE, AND IS THE SOLE REMEDY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. THE LIABILITY OF MAXLITE SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL MAXLITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, LABOR COSTS, REMOVAL OR INSTALLATION COSTS, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE, WHETHER OR NOT MAXLITE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL MAXLITE'S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; MAXLITE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Limited Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.