



## LED Driver Limited Warranty Warranties and Conditions

Hatch Transformers Inc. (HTI) warrants to the purchaser that its LED Drivers are free of defects in material and workmanship from the date of manufacture for 5 years based on a typical 12hr/day operation and subject to the Terms and Conditions specified below.

This warranty is wholly conditioned upon proper installation, use and maintenance of the LED Driver, which is a precondition to the presentation, and resolution of all warranty claims. The proper and correct storage, installation, use and maintenance of the LED Driver include, without limitation, the following:

A. The LED Driver must always be used under the optimal and prescribed environmental conditions. The warranty is void if the temperature on the LED Driver T<sub>c</sub> point once installed in a fixture or electrical box exceeds the maximum case temperature as stated on the driver label or on the product data sheet.

B. The LED Driver must always be installed, used and maintained in conformity with all written recommendations as may be provided by HTI to the original purchaser.

C. The LED Driver must always be installed in accordance with all applicable building codes, industry standards and governmental regulations including, but not limited to, the National Electrical Code; the Standards for Safety of Underwriters Laboratories Inc.; the Standards of the American National Standards Institutes; and HTI's guidelines and recommendations for LED Driver installation.

D. The LED Driver must always be used along with properly sized, specified and compatible ancillary equipment, LEDs, LED arrays, wiring and protective devices.

E. The LED Driver must always be installed, used and maintained so as to not alter or modify it from the way it is delivered to the original purchaser.

F. The LED Driver must not be subject to any abnormal power surges, power spikes, lightning, ground faults, improper or lack of ground, moisture intrusion, Hipot Testing, Acts of God or other abnormal operating conditions.

### Limitations of Liability

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES AND STATUTORY WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS STRICTLY LIMITED TO THE DURATION EXPRESSED HEREIN. IN NO EVENT SHALL HTI BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE LED DRIVER; NOR SHALL HTI BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR LOST PROFITS; NOR SHALL HTI BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE, THE LED DRIVER; NOR SHALL HTI BE LIABLE TO ANY PURCHASER OR USER IN TORT, OR FOR NEGLIGENCE OF ANY KIND, INCLUDING HTI'S OWN NEGLIGENCE. TO THE EXTENT ANY PURCHASER OR USER OF THE LED DRIVER HAS INSURANCE THAT PROVIDES COVERAGE FOR LOSS OR DAMAGES OF ANY KIND, THE PURCHASER OR USER'S CLAIMS FOR SUCH DAMAGES ARE LIMITED TO THOSE INSURANCE PROCEEDS, AND ALL SUBROGATION CLAIMS ARE EXPRESSLY AND IMPLIEDLY WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW.

## **Warranty Claims Process**

In order to present a warranty claim for a malfunction or loss of the LED Driver, the LED Driver's original purchaser or the original purchaser's end user must notify HTI, in writing, of the warranty claim. Notice must be made within 30 days of the malfunction or loss of the LED Driver, and notice must be sent to HTI by filling out the RMA form on the HTI website.

HTI reserves the right to receive the return of the LED Driver, as a condition to all warranty claims and to have the return made at the expense of the original purchaser or the original purchaser's end user. Warranty claims by end users purchasing the product from an OEM shall be serviced directly by the original equipment fixture manufacturer, not HTI.

HTI shall correct any product that HTI deems to be defective, at HTI's sole option, by repairing any defective part(s), replacing any defective part(s) or making available a new replacement driver on a prorated basis.

In any event, only one repaired or replaced driver will be provided one time to cover the original defective product. The conditions of any tests concerning any driver which is claimed to have not performed in conformance with this warranty shall be mutually agreed upon in writing, and HTI shall be notified of and may be represented at any such tests. This express limited warranty is extended by HTI only to the original or first end-user purchaser.