LED LAMPS LIMITED WARRANTY – Contractor Series

OSRAM SYLVANIA Inc. ("OSI") is pleased to provide a limited warranty for the LED Lamp products listed below that are used in **industrial or commercial** applications only. (For use in the U.S. only)

LED LAMPS LIMITED WARRANTY

OSI warrants each LED Lamp listed below ("Product") (1) to be free from defects in materials and workmanship, and (2) to operate from the date of installation or if installation date is not known, three months from the date of manufacture.

The foregoing warranty is subject to these Terms and Conditions.

If Product fails to operate during the Warranty Period, OSI will, at its option, replace or repair the Product at no charge or grant Purchaser a credit towards Product replacement, each remedy based on the following calculation:

Purchase Price (\$) x Unexpired Warranty Period (months) Warranty Period (months)

If Product is not available, a comparable Product will be provided. OSI will not be responsible for labor costs of Product removal or installation.

LED Lamps and Retrofits Warranty Period
LED A19 Contractor Series 36 months (1,095 hours per year)
LED PAR16 Contractor Series 36 months (1,095 hours per year)
LED PAR20 Contractor Series 36 months (1,095 hours per year)
LED PAR30 Contractor Series 36 months (1,095 hours per year)
LED PAR38 Contractor Series 36 months (1,095 hours per year)
LED R20 Contractor Series 36 months (1,095 hours per year)
LED BR20 Contractor Series 36 months (1,095 hours per year)
LED BR40 Contractor Series 36 months (1,095 hours per year)
LED RT Contractor Series 36 months (1,095 hours per year)

TERMS AND CONDITIONS

This warranty only applies when Product is properly installed and used in accordance with OSI's published specifications and operating instructions. Product must be used in lighting equipment designed and approved for the application and in environmental conditions (temperature, humidity) within the normal specified operating range. This warranty excludes failures resulting from acts of God, fire, vandalism, or civil disturbances. This warranty does not apply to any abnormal use of Product or use in violation of any applicable standard, code or instructions for use in installations, including those contained in the latest version of the National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including under/over voltage/current conditions, excessive switching cycles or operating hours, or conditions outside the following recommended operating conditions:

- Ambient operating temperature: -20C to +40C
- -20C 10 +40C
- Temperature at the control point (Tc) shall not exceed 85C.
- Operate at rated AC Voltage or AC Current
- Dimming applicable to instructions on packaging or Product markings.

Any repair, alteration or modification of Product, including replacement of Product components with components of other manufacturers will void the warranty in its entirety. OSI will provide Purchaser with a Return Material Authorization (RMA) Number and instructions as to if, when and where to return defective Product. Purchaser must promptly return Product, at Purchaser's expense, to OSI in accordance with such instructions. Failure to follow this procedure shall void the warranty.

OSI reserves the right to (i) examine all Product to determine the cause of failure and patterns of usage and (ii) be the sole judge as to whether a Product is defective and covered under this warranty.

LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE LIABILITY OF OSI FOR PRODUCT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. IN NO EVENT SHALL OSI BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION. IN NO EVENT SHALL OSI'S TOTAL LIABILITY FOR ANY REASON ARISING HEREUNDER EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR PRODUCT.

