



## **STANDARD WARRANTY TERMS AND CONDITIONS**

Bulbrite is a leading manufacturer and supplier of innovative, energy-efficient light source solutions. Committed to its customers' success for over 45 years, Bulbrite promises high-quality products, educating customers and consumers and delivering outstanding service. Bulbrite ensures the integrity of our full line of innovative, high performance and superior quality products by maintaining a strict product inspection process, by implementing multiple checkpoints throughout the manufacturing process and with our in-house state-of-the-art testing lab.

Bulbrite warrants its products to perform according to specifications and to be free of defects in material, workmanship, and title and to operate from the date of invoice (or date of manufacture if invoice date is not known or available) for the time periods specified for covered products when operated as intended for each product.

### **LED 2, 3 or 5-YEAR LIMITED WARRANTY**

Bulbrite offers 2, 3 or 5-year limited warranties on LED products (based on an average household use of 3 hours per day according to federal estimation standards issued by the Department of Energy and Federal Trade Commission).

Bulbrite reserves the right to examine all failed lamps, components and/or ballasts and reserves the right to be the sole judge as to whether any lamps and/or Bulbrite lighting products are defective and covered under our warranty. Products are credited, repaired or replaced at Bulbrite's option and associated labor costs may not be covered. These warranties do not apply in the event of conditions demonstrating abnormal use or stress, improper storage, improper installation or extended daily use that is beyond reasonable operating hours for the intended application. Warranties are void if the product is not used for the intention which it was manufactured.

### **LIMITATION OF LIABILITY**

THE FOREGOING WARRANTY CONSTITUTES BULBRITE'S EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY TO A CUSTOMER FOR ANY BREACH OF OR ANY OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY THIS WARRANTY. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. BULBRITE MAKES NO WARRANTY, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF BULBRITE HAS THE AUTHORITY TO MAKE OR IMPLY ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THE WARRANTY SET FORTH ABOVE.

THE BULBRITE PRODUCTS SOLD TO CUSTOMERS ARE INTENDED TO BE USED ONLY IN THE APPLICATION(S) SPECIFIED BY BULBRITE. ANY OTHER USE RENDERS THE WARRANTY EXPRESSED HEREIN, AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

UNDER NO CIRCUMSTANCES SHALL BULBRITE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PRODUCTS SOLD TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF BULBRITE IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.