

MaxLite LED Light Fixture Warranty

MaxLite warrants to its customers who purchase its commercial LED Fixtures that the products are free from defects in material and workmanship for a period of five years from the date of the first purchase from MaxLite. This warranty will be extended to the end-users of the products who purchase from customers who purchase the product from MaxLite for resale. This warranty will be subject to the following provisions.

This warranty is void if the product or the lighting system with which the product is operated is not installed, operated or maintained in accordance with:

- The National Electric Code (NEC)
- The Standards for Safety of Underwriters Laboratories, Inc. (UL)
- The Standards of the American National Standards Institute (ANSI)
- The specific instructions supplied by MaxLite for the installation, operation and maintenance of the product

This warranty is void if the product is operated outside of its normal operating conditions. The minimum starting temperature is -30°F * and the maximum ambient temperature, 120°F. The product should only be used with compatible building control devices and dimmers when applicable. In order to make a claim under the warranty, customer must notify MaxLite in writing seeking return authorization and provide the defective products (or, if authorized by MaxLite, a sample of such defective products) to MaxLite.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OR DAMAGE ARISING OUT OF, OR IN CONNECTION WITH, THE SALE OF ANY PRODUCT, OR ANY BREACH BY MAXLITE OF ITS OBLIGATIONS WITH RESPECT THERETO, SHALL BE LIMITED TO REPLACEMENTS OF THE PRODUCTS OR REFUND OF THE PURCHASE PRICE PAID BY CUSTOMER TO MAXLITE FOR THE PRODUCTS, AT MAXLITE'S SOLE DISCRETION, PROVIDED, HOWEVER, MAXLITE SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER UNLESS (I) CUSTOMER HAS COMPLIED WITH THE REQUIREMENTS HEREUNDER FOR MAKING A CLAIM, (II) THE PRODUCTS ARE FOUND TO BE DEFECTIVE BY MAXLITE AND (III) CUSTOMER HAS PAID FOR THE PRODUCTS IN FULL WHEN DUE.

MAXLITE HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO OTHER WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN.

UNDER NO CIRCUMSTANCES SHALL MAXLITE BE LIABLE TO CUSTOMER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, PROFITS, REVENUE OR BUSINESS) ARISING FROM, OR IN ANY WAY RELATED TO, THE SALE, USE OF, OR INABILITY TO USE THE PRODUCTS, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. THIS EXCLUSION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

This warranty is subject to the terms and conditions of sale applicable to the initial purchase of the product from MaxLite, which shall take precedent.

For questions about this warranty, please contact your local MaxLite Representative or MaxLite at 1-800-555-5629 or info@maxlite.com or visit www.maxlite.com

EFFECTIVE 1/1/2012

* Battery Back-up units rated at minimum temperature of 0°F

MAX12022-1-18

© 2012 ZBAUDVILLE LLC 20120317