

## LIMITED 10-YEAR WARRANTY

### MaxLite LED Fixtures

MaxLite warrants that each of its LED lighting fixtures (the “Product(s)”) that are purchased while this Warranty is in effect will be free from defects in materials and workmanship for a period of ten (10) years from the original date of purchase from MaxLite or its authorized distributor/dealer.

If a Product fails to operate during the 10-year Warranty Period as a result of defects in materials or workmanship, MaxLite will, at its option, repair it, replace it with the same or similar Product, or will issue a refund in the form of a credit which may be used by the purchaser for future MaxLite product purchases. This warranty also covers reasonable labor costs for Product removal and installation that is necessary to perform warranty service hereunder.

Please read below for the terms and conditions of this 10-Year Warranty, including any exceptions that may apply.

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### Warranty Terms and Conditions

#### **Coverage:**

This 10-Year warranty is applicable to project sales of fifty (50) fixtures or more. In limited cases, exceptions to this policy may apply; please contact your inside sales person with specific questions as they relate to warranty coverage.

#### **Exceptions:**

This 10-Year warranty applies only to Products that are used in industrial or commercial applications within the U.S. and Canada and does not apply to any of the following MaxLite products: lamps; downlights, residential fixtures; security lights (SEC, SECA and SECL product families); parking garage fixtures (PKGS series); barn lights (BP series); and vanity bar lights. (For each of the aforementioned products, please see the applicable MaxLite Warranty for the length, terms and conditions thereof.)

#### **Procedure:**

To activate this warranty and be eligible for the 10-year warranty coverage provided hereunder you must complete and submit our online warranty registration form within 90 days of purchase or 30 days of installation, whichever comes first; Products registered after this period will be eligible for MaxLite’s standard 5-year warranty only. It is the sole responsibility of the end-user, and not of MaxLite or of any of its employers or agents, to submit the warranty registration form and to ensure its accuracy.

To submit a warranty claim, you must complete and submit our online warranty claim form. Once your warranty claim has been submitted, MaxLite will provide you with a Return Goods Authorization (RGA) Number and instructions as to if, when and where to return the defective Product. Failure to follow this procedure will void this warranty.

#### **Additional Terms & Conditions:**

1. MaxLite reserves the right to modify this Warranty from time to time; any such modification shall be effective for all purchases made 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 or dealer, and is otherwise void.
3. This Warranty covers the reasonable cost of labor necessary hereunder, and that is actually incurred, for the removal of defective Products and the installation of replacement products, up to a maximum of twenty-five dollars (\$25) per unit. MaxLite will use any of the following methods (alone or in combination), at its sole discretion, to cover such labor costs: either pay such labor costs directly, reimburse you for such labor costs, or utilize its network of contractors to perform such labor. Regardless of the method used by MaxLite, any labor costs exceeding \$25 per unit will be your sole responsibility and will not be paid by MaxLite. No repair work may be commenced or labor costs incurred without MaxLite’s prior written authorization. The failure to obtain such prior written authorization will disqualify you from recovering your labor costs. Regardless of the method used by MaxLite to cover labor costs, MaxLite will not be responsible for any add-on costs, overtime costs, travel time, equipment rental or any other costs or expenses that may occur, even if related to the performance of labor hereunder.

4. This Warranty covers the reasonable shipping costs incurred to return defective or nonconforming Products pursuant to the terms hereof. Product may not be returned without MaxLite's prior written authorization. The failure to obtain such prior written authorization will disqualify you from recovering your shipping costs.
5. This Warranty is void if the Product has not been used, installed, operated and maintained in accordance with MaxLite's instructions, or if the Product has been subject to accident, neglect, abuse, misuse or acts of God, or if the Product is installed or operated in applications in which ambient temperatures are above or below the following temperature range: minimum of -34° C/-29.2° F – maximum of 25° C/77° F for indoor products; minimum of -34° C/-29.2° F – maximum of 40° C/104° F for outdoor products. You acknowledge that use of a Product in an environment in which the ambient temperature is lower or higher than the foregoing temperature range can significantly increase the degradation rate of the Product and shorten its useful life.
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. This Warranty assumes that the Products will be operated for an average of twelve (12) hours per day. Operation of the Products in excess of 12 hours per day will shorten the Warranty coverage period to a maximum of 43,800 operating hours (or 10 years from the date of purchase, whichever is reached first).
8. This Warranty does not cover Products that are not defective. However, in certain instances, where there are multiple or catastrophic failures of Products, MaxLite may decide, in the exercise of its sole discretion, to repair, replace or issue credit for -- in addition to the defective Products -- non-defective Products that you have purchased from MaxLite. However, this decision is at MaxLite's sole and exclusive discretion.
9. This Warranty does not cover any third-party products or devices used in conjunction with the Product.
10. Repaired and/or replacement Products are warranted for the remainder of the failed Product's original Warranty Period.
11. 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. The representative shall also have the right to invite other manufacturers' representatives to evaluate the lighting system components.
12. 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.
13. This Warranty is limited to Products purchased in, and for use within, the United States or Canada.
14. This Warranty shall not apply to Products, parts, advice, assistance or service which MaxLite furnishes as a promotion, as samples, as a courtesy or accommodation or for no fee.
15. In the event that LED's fail to operate, such failure shall only constitute a Product defect under this Warranty if at least twenty percent (20%) of LED's per Product have stopped illuminating.
16. 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 CCT (i.e. color temperature) variations experienced by a Product.
17. This Warranty is void if customer is in default on any portion of its payment obligations to MaxLite or to a MaxLite distributor/dealer.
18. 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. Any tests conducted in violation of the terms of this paragraph shall void this Warranty.
19. 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 Warranty shall be deemed to be inserted herein, and this limited warranty shall be read and enforced as though it were included herein.
20. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Limited Warranty on behalf of MaxLite.
21. 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.