

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 Tc 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.