

Limited Product Warranty

(1) What is Covered By This Limited Warranty?

Intermatic Incorporated ("Intermatic") warrants Intermatic's LED4537S ("Product") to be free from defects in material or workmanship for a period of twelve (12) years from date of purchase. This warranty is extended to the owner of the light fixture on which the photo control is installed only and it is not transferable ("purchaser"). If the purchaser discovers a defect in material or workmanship, the purchaser must promptly submit a warranty claim. Upon a determination by Intermatic that the Product is defective, Intermatic shall correct any defect in material or workmanship by replacing the Defective Product. Any repair to Product, including both parts and labor, shall be at Intermatic's expense. The foregoing remedy is the purchaser's exclusive remedy for a breach of warranty. The product must be installed in the appropriate application in complete accordance with the installation instructions. The Product must not be opened, modified, exposed to extreme heat or cold, submerged or subjected to abnormal use or service. Product failures due to damage by accident, dropping, or abuse in handling, acts of God, or any negligent use, are not covered by this warranty. Intermatic shall determine, in its sole discretion, whether any Product returned by a purchaser has been used in accordance with its instructions, is an appropriate model for the purchaser's use thereof, and whether the Product is defective.

(2) Disclaimer of Warranty

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION OF THIS LIMITED WARRANTY.

(3) Limitation of Remedies

IN NO CASE SHALL INTERMATIC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, DAMAGE TO SOFTWARE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, DAMAGE TO PROPERTY AND PERSONAL INJURY. SOME STATES DO NOT ALLOW LIMITS ON WARRANTIES OR ON REMEDIES FOR BREACH IN CERTAIN TRANSACTIONS, IN SUCH STATES, THE LIMITS IN THIS PARAGRAPH AND IN PARAGRAPH (2) MAY NOT APPLY.

(4) Time Limit for Bringing Suit

No action arising out of any claimed breach of warranty may be brought more than one year after the cause of action has occurred.

(5) No Other Warranties

Unless modified in writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of Intermatic or any other party is authorized to make any warranty in addition to those made in this agreement. This warranty is made by: Intermatic Incorporated/After Sales Service.

(6) Claim Procedure

The warranty service is available by either (a) returning the product to the dealer from whom the unit was purchased, or (b) mailing the product, along with proof of purchase, postage prepaid, to the authorized service center listed below.