## MaxLite LED Lamps Limited Warranty

LED Lamps (Description) Warranty Period

Bulbs (A-shape)......60 months (4,380 hours per year)

PAR ......60 months (4,380 hours per year)

BR......60 months (4,380 hours per year)

Marquee Bulb ......60 months (4,380 hours per year)

Linear T8- Standard ......60 months (4,380 hours per year)

Post Top ......60 months (4,380 hours per year)

BayMax......60 months (4,380 hours per year)

Linear T8- 10Year.....120 months (4.380 hours per year)

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Dated: June 13, 2014
For Professional, Industrial/Commercial Users and Applications Only

## LED RETROFITS LIMITED WARRANTY

MaxLite warrants each LED Lamp listed below to be free from defects in materials and workmanship and to operate from the date of purchase. The foregoing warranty is subject to these Terms and Conditions. If Product fails to operate during the Warranty Period, MaxLite will, at its option, replace or repair the Product or grant Purchaser a credit towards Product replacement.

If MaxLite grants a replacement and Product is not available, a comparable product will be provided. MaxLite will not be responsible for labor costs of Product removal or installation.

For avoidance of doubt, "to replace the Product" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to MaxLite.

This limited Warranty is subject to the following additional conditions:

The Products have been installed and operated in accordance with the manufacturer's instructions, which currently are contained in "Maxl ite Product Library" available at the following LIRL:

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The Products have not been subject to accident, neglect, abuse, misuse or acts of God. A MaxLite representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.

The Product has been purchased directly from an authorized MaxLite distributor/dealer.

This warranty is limited to lamps purchased for use in regions that are within the jurisdiction of the United States and Canada.

Purchase receipt for the Product is available for inspection by MaxLite.

The warranty and remedy set forth herein do not apply to Products, parts, advice, assistance or service which MaxLite furnishes to purchaser as a business courtesy. The warranty is not applicable to any Product which is used in violation of any applicable standard, code or instructions for use, including those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA).

THE FOREGOING WARRANTY IS EXCLUSIVE, AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, 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 DISCLAIMED. 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, WHETHER OR NOT MAXLITE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

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