

# Limited Warranty



## Length of Warranty and Coverage

Warranty period will be determined from the date of manufacture as indicated by the date code stamped on each product and will be covered as follows:

- EliteControl™ - 5 Years
- FireHorse™ - 2 to 5 Years
- FREELITE™ - 5 Years
- HighHorse™ Electronic HID Ballast - 3 Years
- HighHorse™ Induction - 5 to 7 Years (If installed per instructions)
- HotSpot™ - 5 Years\*
- IceHorse™ Ballast - 3 Years
- LongHorse™ Electronic Remote Fluorescent Ballast - 5 Years
- LumoSeries™ - 5 Years
- PONY™ Electronic Ballast - 2 Years
- PONY™ Electronic SugarCube™ - 2 Years
- PONY™ Electronic Transformer - 2 Years
- RaceHorse™ Electronic Ballast - 70°C 5 Years, 90°C 3 Years
- SunHorse™ Ballast - 3 Years
- SineHorse™ Ballast - 3 Years
- ThoroLED™ Drivers - 2 to 5 Years
- ThoroLED™ Modules/Engines - 3 to 5 Years\*
- ThoroLED™ Retrofit - 5 Years\*
- ThoroLED™ Luminaire - 5 Years\*
- Vizion™ Modules/Engines - 5 Years\*
- Vizion™ Retrofit - 5 Years\*
- Vizion™ Luminaire - 5 Years\*
- WorkHorse™ Electronic Fluorescent Ballast - 5 Years
- WorkHorse LED™ Drivers - 5 Years

\* Covered defects for Vizion, ThoroLED, and HotSpot LED modules. For purposes of this limited warranty, a defect in a module shall be defined as one or more individual LEDs dark at initial installation or greater than 10% of individual LEDs dark during the Warranty Period. Replacement and/or repair of individual Vizion, ThoroLED, or HotSpot LED Modules does not extend this limited warranty beyond the original Warranty Period.

## Warranty Conditions

Fulham extends this express limited warranty only to the original purchaser or to the first user. This constitutes the complete warranty for the product. Fulham is not responsible for any auxiliary equipment not furnished by Fulham, which is used in connection with or attached to the product, or for operation of the product with any auxiliary equipment. Damage to all such equipment is expressly excluded from this warranty. In addition, Fulham is not responsible for any damage to the product resulting from the use of auxiliary equipment not supplied by Fulham.

## Warranty Conditions Not Covered

This warranty is not applicable to any product manufactured by Fulham not installed and operated in accordance with:

- \* Underwriters Laboratories Inc. (UL)
- \* National Electrical Code (NEC)
- \* Standards set by the International Electrotechnical Commission (IEC)
- \* European Norms Electrical Certification (ENEC)
- \* Applicable international federal, state and local codes
- \* Remote applications beyond maximum distance noted on product specification sheet. If maximum distance is not provided, remote application is not covered.
- \* Fulham specific, most recent instructions and application guidelines provided for installation of the product

Additionally, this warranty is not applicable to Fulham manufactured products that have been subjected to excessive stress including, but not limited to, operating temperatures exceeding the recommended maximum temperature on any part of the product.

## Obtaining Warranty Service

If within the warranty period it appears that the installed product does not meet the warranty conditions specified, the purchaser must notify Fulham of its warranty claim. Fulham or its authorized service company will provide warranty service directly to you.

## General Provisions

All responsibilities regarding the product are set forth by this warranty. Replacement or repairs of the product is your exclusive remedy. For purposes of clarity, "replacement or repairs of the product" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming products or any damages that may occur during the return of product to Fulham. If Fulham chooses to replace the product and is not able to do so because it has been discontinued or is not available, Fulham may replace it with a comparable product. Fulham reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any product covered by this warranty. If no replacement product is available, Fulham, solely at its discretion, may issue a credit for the product, prorated for its remaining warranty life.

This warranty is given in lieu of all other express warranties. Implied warranties, including those without limitation, warranties of merchant ability and fitness for a particular purpose, are limited to the duration of this limited warranty. Fulham shall in no event be liable for damages in excess of the purchase price of the product, for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages arising out of the use or inability to use such product, to the full extent such may be claimed by law.

## Local Exceptions

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, therefore the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and purchasers may have other rights that vary by jurisdiction.

## Returned Materials Authorizations (RMA)

Customers shall contact Fulham directly for all RMA's.

After receiving the RMA, the user shall promptly return the product at the user's expense to Fulham after receiving instructions as to when and where to ship product. Failure to follow this procedure shall void this warranty. Should the number of pieces received by Fulham differ from the RMA either +/-, the customer will be notified and adjustments will be made at that time.

Fulham reserves the right to examine all failed products to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any products are defective and covered under this warranty.

## Contact Information

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**Effective: August 1st, 2018**