

# LIGHTOLIER

## THREE YEAR LIMITED WARRANTY

- A. Lightolier warrants to that its products (other than ballasts, lamps and emergency battery packs) are free of defects in workmanship and materials. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lightolier, at its sole option, will repair or replace, F.O.B. our factory, freight prepaid, any Lightolier product (other than ballasts, lamps and emergency battery packs) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Lightolier and is limited to three years from date of original shipment by Lightolier. Lightolier reserves the right to determine whether to repair or replace. No charge-back, or charge for labor or material, that does not have Lightolier's prior written approval from its Corporate Offices in Massachusetts will be honored, accepted or paid by Lightolier. Lightolier will not be responsible for any consequential or incidental damages in connection with any breach of its aforementioned warranty.
- B. Ballasts, emergency battery packs and lamps may be covered by separate ballast manufacturers' warranties. Lightolier does not make any warranties whatsoever as to these items which are sold by Lightolier "AS IS," and Lightolier will accept no responsibility or liability whatsoever therefore.
- C. Lightolier will not be responsible for any products subjected to inappropriate application or installed or modified in any way that is not in accordance with Lightolier's instructions.
- D. No agent, employee or representative of Lightolier has any authority to bind Lightolier to any other affirmation, representation or warranty concerning goods sold by Lightolier.