

LIGHTOLIER®

THREE YEAR LIMITED WARRANTY

A. Lightolier warrants that its products (other than ballasts) are free of defects in workmanship and materials. SUCH WARRANTY IS IN LIEU OF 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) 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 shipment. 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 and emergency battery packs are covered by separate ballast manufacturers warranties. Lightolier does not make any warranties whatsoever as to ballasts and 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 affirmation, representation or warranty concerning goods sold by Lightolier and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Lightolier's acknowledgment or Buyer's purchase order, or in standard printed materials provided by Lightolier, it does not form a part of the basis of any bargain between Lightolier and Buyer and shall not in any way be enforceable by Buyer.