

5 YEAR LIMITED WARRANTY

ETi Solid State Lighting Inc. ("ETiSSL") warrants its commercial lighting products for a period of 5-years from the date of shipment from ETiSSL's warehouse/facilities against material defects in materials and workmanship, except for Exit and Emergency products which will be warranted for a period of 3 years. If the product(s) fail to meet the performance specified by ETiSSL, ETiSSL, at its own option will repair or replace the product(s) with the same or equivalent product(s) in regards to suitable functionality/design/performance or required component part(s) for repair. This Warranty excludes labor and equipment required to remove and/or reinstall original fixtures, replacement fixtures and/or required component parts. The replacement or repair of any product(s) or required component part(s) does not extend the original standard warranty period or terms. This warranty is expressly limited to repair or replacement of product(s), and liability for direct, incidental, or consequential expenses or damages is expressly excluded. Some states do not allow exclusions of direct, incidental or consequential damages, so the above limitation of exclusion may not apply to you. This warranty gives the consumer specific legal rights, which vary from state to state. **WARRANTY IS VOID IF PRODUCT IS IMPROPERLY INSTALLED OR NOT USED FOR THE PURPOSE WHICH THIS PRODUCT IS MANUFACTURED.**

If ETiSSL no longer has a suitable equivalent product for replacement in regards to functionality/design/performance or access to required component part(s) for repair, upon approval we will issue full credit equal to the warranted item's original invoice.

This Warranty applies to lighting products provided by ETiSSL. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the lighting products provided by ETiSSL. Third-Party Products are not covered by this warranty. Accessories, including but not limited to emergency back-up batteries, step-down transformers, and sensors will be warranted in accordance with the component manufacturer's published warranty, which is typically 1 year.

LIMITS OF LIABILITY

You agree that (1) any technical advice, information, suggestions, or recommendations given to you by ETiSSL or any representative of ETiSSL with respect to the product or the suitability or desirability of the product for any particular use or application are based solely on the general knowledge of ETiSSL, are intended for information guidance only, and do not constitute any representation or warranty by ETiSSL that the product shall in fact be suitable or desirable for any particular use or application; (2) you take sole responsibility for the use and applications to which the product is put and you shall conduct all testing and analysis necessary to validate the use and application to which you put the product; and (3) the characteristics, specifications, and/or properties of the product may be affected by the processing, treatment, handling, and/or manufacturing of the product by you or others and ETiSSL takes no responsibility for the nature or consequence of such operations or as to the suitability of the product for the purposes intended to be used by you or others after being subjected to such operations.

The foregoing shall constitute the exclusive remedy of the purchases and the sole liability of ETiSSL for our lighting products. **IN PARTICULAR, NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY IS MADE OR IMPLIED.** In no event shall ETiSSL be liable for any other costs or damages, including lost use, profits or revenues, consequential, indirect, incidental, special, exemplary or punitive

damages whether arising out of breach of contract, tort (including negligence) or otherwise, as well as labor and equipment rental associated with lamp replacement.

If any of the limitations of liability contained in this warranty is held not to be valid as being unconscionable and contrary to the public policy, but would be valid if part of the wording were deleted or its extent reduced or modified, then such limitations on liability shall apply with such modifications as may be necessary to make the same enforceable.

INSTALLATION AND OPERATION REQUIREMENTS

This limited warranty only applies when: (i) ETiSSL lighting products are properly wired and installed as per provided instructions, rated environment and existing local electrical code; (ii) the default or defect must derive solely from the product's faulty design, materials or workmanship, and not wholly or partly as a result of negligence, incorrect or improper storage, maintenance, use or handling by any person, or any cause outside the control of ETiSSL; and (iii) the products must not have been modified, disassembled, repaired or altered without the Company's express, written consent.

- Operated within the electrical values shown ETiSSL product specification documents
- Used in situations approved for the application and in the environmental conditions (temperature, humidity, and water exposure) specified on the ETiSSL product specification sheet
- This warranty does not apply to any acts of God or as a result of any abuse, misuse, abnormal use or use in violation of applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick).
- This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions including power surges, lightning strikes, excessive switching cycles and operating hours and operation at an ambient temperature higher than product rating lasting greater than 10 hours.

WARRANTY SERVICE CLAIMS

Warranty replacement claims can be serviced by filing a claim via the website: [Defective Material Report - ETi SSL](#). The form can be completed on-line or by down loading a copy and sending the completed document via email to: etirga@etissl.com

If you are unsure whether a situation exists that is covered by this warranty, please contact ETiSSL's National Customer Service & Sales Center for assistance at 1-855-384-7754 (ETi-SSLI).

ETiSSL shall not be liable for a breach of this warranty unless: (i) you give written notice of the defect, reasonably described, to us within 3 days of the time when you discover or ought to have discovered the defect; and (ii) we are given a reasonable opportunity after receiving the notice to examine such products.

RETURN OF DEFECTIVE PRODUCT

- After obtaining authorization to return defective product, LED Retrofits should be shipped freight pre-paid to the address provided with your returns form. Proof of purchase will be required. Failure to follow this procedure shall void this warranty.
- ETiSSL reserves the right to (i) examine all failed LED Retrofits to determine the cause of failure and patterns of usage and (ii) be the sole judge as to whether an LED Retrofit is defective and covered under this warranty.