

LIMITED WARRANTY

Seller warrants that the Products will be free of defects in workmanship or material for 60 months (for LED drivers, LED arrays, and Surge Protectors) or 12 months (for all other Products) from the date of manufacture when stored, installed, operated, and maintained in accordance with the Product specifications, standard industry practice, and all applicable National Electrical Code and Safety Standards of Underwriters Laboratories. Further, Buyer acknowledges that LED-related Products are subject to damage by even temporary exposure to electrical or environmental stress. This warranty is void if any of the following occur; however briefly, regardless of whether the condition is shown to have caused the alleged Product failure or not: wired in a non-standard fashion; subjected to over/under voltage/current conditions outside the range listed in the product specification; operated outside the power and load ranges specified by Seller; operated outside the temperature range specified by the Seller; subjected to a case temperature above the T_c corresponding to a 60-month expected lifespan in the specification; subjected to excessive switching cycles; or subjected to moisture, vibration, shock, or humidity. Further, this warranty is void if the Product is used for a purpose other than the one for which it was designed. Further, this warranty is void if the Product is altered or repaired by a third party without Seller's prior written consent. Further, Seller shall in no event be responsible or liable under this Warranty for any failure arising from external causes, including but not limited to Buyer's acts or omissions; third-party modifications, alterations, or misapplications; damage caused by third-party negligence; improper or misapplied control systems; or any other occurrences beyond Seller's reasonable control.

If Buyer has fully complied with these Terms, including all of the terms of the foregoing warranty, and a Product fails to conform to the warranty, Seller will at its sole discretion repair the Product, provide a replacement or functionally equivalent Product (as determined by Seller), or refund the original invoice price or the price in effect at the time of the return shipment, whichever is lower. Seller 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. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This warranty does not include reimbursement for the expenses of labor, transportation, removal, or reinstallation of the Products.

LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES RESULTING FROM LOSS OF USE, LOST REVENUES OR PROFITS, BUSINESS OR GOODWILL EVEN IF SELLER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCTS, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. ANY ACTION FOR BREACH OF CONTRACT OR TORT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.