

## Alphalite, Inc. LED Luminaire Limited Warranty

Alphalite, Inc. ("Manufacturer") warrants that each of the following products ("Product") will be free of defects from material and workmanship which cause the Product to fail to operate in accordance with the performance specifications. The foregoing warranty shall be valid for a period of five (5) years from the date of original purchase. The determination of whether the Product is defective shall be made by Manufacturer in its sole discretion. Purchaser's purchase as indicated on the date of invoice from Manufacturer.

ILT Series LED Troffer

IRT Series LED Troffer Retrofit Kit LED Linear Retrofit Kit

HBX Series LED High Bay
LHB Series LED Linear High Bay
WPA Series LED Wall Pack
SCL Series LED Surface Canopy

If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's return policy within the warranty period, adn upon examination Manufacturer determines to its satsifaction that such Product failed to satisfy this warranty, Manufacturer will elect, in its sole discretion, to repair or replace the Product, or refund the purchase price of the Product. "Repair or replace the Product" does not include any costs or expenses associated with removal and installation, including without limitation labor costs. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. If Manufacturer elects to replace the Product and is not able to do so because the Product has been discontinued or is not available, Manufacturer may replace it with a comparable product, at the Manufacturer's discretion. This limited warranty only applies to Product that has been properly connected, installed, and operated within the specification parameters outlined in the Manufacturer's specification sheets including but not limited to temperature, environmental conditions, and electrical values. This limited warranty does not apply to loss or damage to the Product caused by: any Acts of God or from any abuse; misuse; abnormal use; negligence; mishanlding; improper installation, storage, or maintenance; vandalism; civil disturbances; alterations; accident; or use in violation of any applicable standard, instructions for use. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE INTEDED PURPOSE FOR WHICH IT IS DESIGNED.

In order to make a warranty claim, you must reain the Product and notify Manufacturer in writing within sixty (60) days after your discovery of the defect, provide proof of purchase and comply with Manufacturer's warranty requirements. Manufacturer may require you to promptly return the Product to Manufacturer.

NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. THIS WARRANTY IS EXCLUSIVE OF ALL OTHER STATUTORY, WRITTEN OR ORAL WARRANTIES, AND NO OTHER WARRANTIES OF ANY SORT, STATUTORY OR OTHERWISE, ARE PROVIDED OR HEREIN EXPRESSED. ALL ALPHALITE'S RESPONSIBILITIES REGARDING THE PRODUCT AND THE CLAIMANT'S EXCLUSIVE REMEDY ARE SET FORTH BY THIS WARRANTY.

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL ALPHALITE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF PRODUCT OR ANY OTHER GOODS OR ASSOCIATED EQUIPMENT OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OF SERVICES, DOWN TIME COST, OR CLAIMS OF CLAIMANT'S CUSTOMERS AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY.