



WARRANTY AND OBLIGATIONS

THE FOLLOWING IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE.

Contractor Lighting & Supply, Inc. warrants to the customer for resale only that Contractor Lighting & Supply, Inc. is free from defects in materials and workmanship. The obligation of Contractor Lighting & Supply, Inc. under this warranty is expressly limited to repair or replacement without charge, at the sole option of Contractor Lighting & Supply, Inc. of defective products at Contractor Lighting & Supply, Inc. factory within a period of:

- Five years from the date of shipment of products
- Three years for ballasts and LED products (including LED lamps)
- One year on all other lamps.

and only after Contractor Lighting & Supply, Inc. has issued a Return Materials Authorization to customer for the products.

This warranty does not apply to Contractor Lighting & Supply Inc. products which have been altered or repaired outside of Contractor Lighting & Supply, Inc. factory or which have been subjected to neglect, abuse, misuse or accident (including shipping damages). This warranty also does not apply to products not manufactured by Contractor Lighting & Supply, Inc. Which have been installed and used in conjunction with Contractor Lighting & Supply, Inc. products.

Contractor Lighting & Supply, Inc.'s warranty does not apply to any items nor does it apply to any other component part or accessory manufactured by another manufacturer. Any warranty regarding such components is made by the manufacturer of the components, and customer shall direct all claims to the component manufacturer.

Limitations of Liability: In no event shall Contractor Lighting & Supply, Inc. be liable for special, indirect, incidental, or consequential damages (regardless of the form of action, whether in contract, strict liability, or in tort including negligence) nor for lost profits; nor shall the liability of Contractor Lighting & Supply, Inc. For any claims or damage arising out of or connected with this agreement or the manufacture, sale, delivery, use, maintenance, repair or modification of the products, or supply of any replacement parts therefor, exceed the purchase price of the products.

This limitation of liability shall apply to any liability for default under or in connection with the products, parts, or services delivered hereunder whether based on warranty, failure of or delay in delivery, or otherwise. No labor charges will be accepted without prior written approval of Contractor Lighting & Supply, Inc. This clause shall survive failure of an exclusive remedy.