

## EYE LIGHTING WIRELESS CONTROLS LIMITED LIABILITY WARRANTY

EYE Lighting International of North America, Inc. ("EYE Lighting") warrants to the purchaser that its wireless controls ("product") will be free from defects in material and workmanship as conditioned herein for a period of five (5) years from date of Purchaser's purchase (the invoice date) and/or the date of manufacture as indicated on the product label. Proof of purchase and/or ownership is required to process all warranty claims.

During said warranty period, EYE Lighting, at their discretion, agrees and shall be obligated to a limit of refund of the purchase price of the product or replacement of components as needed. If EYE Lighting chooses to replace the Product and is not able to do so because it has been discontinued or is not available, EYE Lighting may refund the purchaser or replace with product of comparable value and having warranty pro-rated for the remainder of the original warranty period. This warranty is not applicable and is voided to any product sold by EYE Lighting which is not stored, installed, operated, and maintained in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), the Standards for the American National Standards Institute (ANSI), and the Specific Instructions Provided by EYE Lighting for Product Installation and Operation.

This warranty does not apply to damage or failure to perform arising as a result of acts of nature, abuse, misuse, abnormal use, vandalism, civil disturbances, power surges, improper power supply, electrical current fluctuations, corrosive environment installations, induced vibration, harmonic oscillation, resonance associated with high wind loads, alterations to the Product, and failure to follow or use in violation of any applicable standard, code or instructions for use including (without limitation) those contained in the latest safety, industry and/or electrical standards for the relevant region(s).

The warranty does not cover labor, repair, testing, out of service, liability, transportation, or servicing costs that may occur. EYE Lighting is not to be held responsible for any servicing done to the product from unqualified individuals or unapproved servicing of warranty claims. Servicing of warranty claims that have not been reported or approved by EYE Lighting are not covered. All claims must be submitted within (30) days from noticing an incident. Evidence of installation of or use of unauthorized parts installed into the product will result in a voided warranty.

The warranty and remedies set forth herein are in lieu of any and all other warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose. In no case shall EYE Lighting be obligated or liable for any indirect, consequential, or incidental damages for breach of this or any other warranty, expressed or implied, whatsoever. No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited liability warranty in any manner.

(Page 1 of 2)

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EQS3067 Rev: Apr 2017

www.eyelighting.com



## EYE LIGHTING WIRELESS CONTROLS LIMITED LIABILITY WARRANTY (cont.)

Valid warranty claims must be made within the warranty period specified herein above, and submitted within thirty (30) days of discovery of the damage or defect. This warranty shall be void in the event any repairs or alterations not duly authorized in writing by EYE Lighting are made to the Product by any person.

The purchaser must notify EYE Lighting by calling 1-888-665-2677 or (440) 350-7000. Written notice may be mailed within thirty (30) days to EYE Lighting, 9150 Hendricks Road, Mentor, OH 44060 or by fax at (800) 811-7395.

In certain circumstances it may be appropriate to refund the Purchaser of record who, in turn, will refund the end-user. However, any and all such decisions must be made in consultation with the Legal Counsel. As a condition to qualify for refund of original product purchase price or replacement under the provisions of this limited warranty, defective product(s) must be available for return to EYE Lighting at its request for inspection and test analysis. Prior written approval and a return material authorization (RMA) for return must be obtained from EYE Lighting.

This warranty is effective for purchases of Product on or after the effective date set forth below. EYE Lighting reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with EYE Lighting on or after the effective date of such revised warranty.

Effective Date: April 20, 2017

(Page 2 of 2)