



**EYE LIGHTING
INTERNATIONAL**

PHOTOCONTROL LIMITED LIABILITY WARRANTY

EYE Lighting International of North America, Inc. (“EYE Lighting”) warrants to the purchaser that its Photocontrols (“Product”) will be free from defects in material and workmanship as conditioned herein for a period of eight (8) years (Standard Product) or twelve (12) years (Long-Life Product) from the date of Purchaser’s purchase (the invoice date) or, if the invoice date is not known, the date of manufacture by EYE Lighting as indicated on the product label provided by EYE Lighting, as further limited below. 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 purchase price to the purchaser or replace with a product of comparable value at the company’s discretion. This warranty is not applicable and is voided to any product manufactured by EYE Lighting that is not installed, and operated, in accordance with 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, 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, loss of service, liability, transportation, or servicing costs, or consequential losses, that may occur. EYE Lighting is not responsible for any servicing done to the Product by unqualified individuals or for unapproved servicing of warranty claims. The cost of servicing claims during the warranty period that have not been reported to or approved by EYE Lighting will not be reimbursed by EYE Lighting. All claims must be submitted within thirty (30) days from noticing a defect or incident. Evidence of installation of or use of unauthorized parts in or with 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)

EYE Lighting International of North America, Inc.
a division of Iwasaki Electric of Japan

9150 Hendricks Road
Mentor, Ohio 44060

Tel: (440) 350-7000
Fax: (440) 350-7001

www.eyelighting.com

EQS-N-36-76-00016 Rev: New 25Nov14



**EYE LIGHTING
INTERNATIONAL**

**PHOTOCONTROL LIMITED LIABILITY
WARRANTY (cont.)**

EYE Lighting warrants the product to be free from defects for eight (8) years (Standard Product) or twelve (12) years (Long-Life Product) from date of Purchaser's invoice or, if the invoice date is not known, the date of manufacture by EYE Lighting as indicated on the product label provided by EYE Lighting.

Defective Photocontrols shall be returned to EYE Lighting at customer's expense. If it is determined that the product has failed under warranty, EYE Lighting will credit the cost of the defective photocontrols to the customer.

Only defective photocontrols will be considered for warranty replacement. Photocontrols that test good will be returned to the customer at customer's expense or discarded after 60 days if customer does not want the product returned.

Photocontrols with physical damage are not covered by the warranty. This includes, but is not limited to, broken windows, projectile damage, cut legs, water entry due to improper storage before installation or after removal, crushed cover, products that have been tampered with or opened, or products that have been operated outside of rated voltage or in excess of rated load.

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.

Should a defect be noticed during the stated warranty period, purchaser must notify EYE Lighting of said defect within thirty (30) days 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 be faxed to (800) 811-7395.

In certain circumstances it may be appropriate to refund the purchase price to the Purchaser who, in turn, will refund the end-user. However, any and all such decisions must be made in consultation with the EYE Lighting Legal Department. 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 analysis. Prior written approval and a return material authorization (RMA) must be obtained from EYE Lighting.

(Page 2 of 2)

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