

# **Universal™** Lighting Technologies Limited Warranty

**LIMITED WARRANTY.** Universal Lighting Technologies, 51 Century Blvd., Suite 230, Nashville, TN 37214-3683, 1-800-BALLAST, (hereinafter called "Universal") warrants to the purchaser and first end-user purchaser only, that its lighting products (hereinafter called "Lighting Products") will be free from defects in material and workmanship for the specified warranty periods listed below (each hereinafter called a "Warranty Period"). If any Lighting Product does not meet the limited warranty provided in the preceding sentence and such defect is reported to Universal during the applicable Warranty Period, then the sole obligation of Universal, and the SOLE AND EXCLUSIVE REMEDY under this limited warranty, shall be limited to the replacement of such non-performing Lighting Product with, at Universal's sole discretion, the same type of Lighting Product or a Lighting Product which is substantially similar thereto. Other than with respect to the duration of the Warranty Period for the items denoted below with a (\*\*\*) or separately agreed to in a written agreement, if any term or condition of this limited warranty conflicts with any term or condition of contained on any other document, including but not limited to Universal's Terms and Conditions of Sale or any product specification sheet, Application and Performance Data Sheet or similar document for any Lighting Product (collectively "Product Specification Sheet"), the terms and conditions of this limited warranty shall control.

**WARRANTY PERIODS.** All Warranty Periods are measured beginning from the date of manufacture. Lighting Products not falling within one of the below listed categories shall have a Warranty Period of 12 months. The applicable Warranty Period for the type of Lighting Products listed below are as follows:

<b>TRIAD Electronic Fluorescent Ballasts</b>	up to 60 Months*
<b>Universal, Energy Saving Electromagnetic Fluorescent Ballasts</b>	36 Months
<b>AddressPro, and DaliPro Ballasts</b>	36 Months
<b>SuperDim, LevelPro &amp; VariPro</b>	60 Months
<b>Standard Universal Electromagnetic, Fluorescent &amp; H.I.D. Ballasts</b>	24 Months
<b>Universal Sign Ballasts</b>	24 Months
<b>MAX-3 Series Sign Ballasts</b>	36 Months
<b>Basic-12 and Homestar Electronic Ballasts</b>	36 Months
<b>VS Lampholders</b>	36 Months
<b>VS Brand Magnetic IEC, Electronic IEC, Ignitors, Switches and Capacitors</b>	36 Months
<b>Electronic HID</b>	up to 60 Months*
<b>LED Drivers</b>	up to 60 Months*
<b>LED Modules</b>	36 Months**

\* With respect to the items denoted above with a (\*\*), the duration of the Warranty Period will vary depending on the specific Lighting Product. The exact Warranty Period for the items denoted with (\*\*\*) shall be provided on the Product Specification Sheet, for such Lighting Product.

\*\* **COVERED DEFECTS FOR LED MODULES.** For purposes of this limited warranty, a defect in a LED Module shall be defined as one or more individual LEDs dark at initial installation or > greater than 10% of individual LEDs dark during the Warranty Period. The Warranty Periods are based on 4000hrs/yr operation of the LED Lighting Products in normal operating conditions in compliance with the written specifications of Universal. Replacement and/or repair of individual LED Modules does not extend this limited warranty beyond the original Warranty Period.

**EXCLUSIONS; TESTING.** This limited warranty is conditional and excludes (i) Lighting Products which have been abused, altered, improperly or insufficiently maintained, or improperly operated, (ii) normal wear and tear or normal usage, (iii) any Lighting Product not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), or the International Electrotechnical Commission (IEC). This limited warranty is not applicable to and excludes any Lighting Product which has not been installed and operated in accordance with Universal's specifications and connection diagrams or Lighting Products which have been submitted to abnormal operating conditions. This includes, but is not limited to, excessive temperatures as specified in Universal's published literature. The conditions for any tests (to be) performed on Lighting Products which are claimed to have not performed in accordance with the terms of this limited warranty shall be mutually agreed upon in writing and Universal may be represented at any such tests.

**DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, UNIVERSAL DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY LIGHTING PRODUCT(S).** To the fullest extent permitted by law the foregoing limited warranty is exclusive and in lieu of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed.

**LIMITATIONS OF LIABILITY.** To the fullest extent permitted by Law, this limited warranty sets forth the exclusive remedy available to any permitted claimant and under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will Universal be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute product, facilities or services, down time costs or claims of claimant's customers. Universal's liability for all claims of any kind or for any loss or damages arising out of, resulting from or concerning any aspect of this limited warranty or from the Lighting Products or services furnished hereunder, shall not exceed the price of the specific Lighting Product which gives right to the claim. This exclusive limited warranty shall not be deemed to have failed its essential purpose as long as Universal is willing and able to carry out the terms of this limited warranty.

**WARRANTY REPORTING.** The obligations of Universal under this limited warranty shall not arise unless Universal is notified in writing of a defect that is accompanied by a written statement specifying the claim of defect within sixty (60) days after an alleged defect is first known and no later than the expiration of the applicable Warranty Period. Any warranty claims and the supporting statement shall be sent to Universal's Warranty department at the address listed below.

**REQUIRED PROVISIONS DEEMED INSERTED.** Each and every provision of any applicable law, regulation, and/or clause which is required by any applicable law or regulation to be inserted in this limited warranty shall be deemed to be inserted herein, and this limited warranty shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of Universal or any purchaser or first end-user purchaser of the Lighting Products, this limited warranty shall forthwith be automatically amended to make such insertion or correction.

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