



ELB Electronics - Versa-Fit™ T8 Limited Warranty

ELB Electronics, Inc. (ELB) warrants its Versa-Fit™ LED T8 lamps (Product) to be free from defects in material and workmanship and to operate from date of purchase, for a period of five (5) years and subject to the Terms and Conditions specified below. If lamps fail to operate for the warranty period, ELB will repair or replace the Product or the defective part thereof subject to the terms and conditions set forth below. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming products or any damages that may occur during the return of product to ELB.

TERMS AND CONDITIONS

This limited warranty is valid for a period of 5 years from date of Purchaser's purchase (the invoice date) and is based on operation with standard fluorescent lamp ballast. The 5 year warranty period is only applicable to Products used in combination with low ballast factor (0.77) and normal ballast factor (0.88) Instant-Start ballasts or standard output T12 magnetic ballast (based on model purchased). Products used with high ballast factor ballasts (>1.0), shall have a 4-year warranty period based on 12 hours per day, 365 days per year usage. Purchase receipt for the Product shall be available for inspection by ELB.

ELB, product must be installed and operated under suitable environment conditions and in accordance with manufactures installation guidelines in addition to current local and National Electrical Code or Standards for Safety of Underwriters Laboratory, Inc. (UL). Furthermore, the product must be used with ballasts (including emergency ballasts) that are certified compatible with ELB Versa-Fit™ lamps. This warranty will not apply in the event of conditions demonstrating abnormal use or stress, such as operating temperatures in excess of maximum rated temperatures, under/over voltage conditions, dirty or cracked sockets, or improper lamp or ballast installation.

Product has been purchased directly from an authorized ELB reseller for use in regions that are within the jurisdiction of the United States or Canada.

ELB representative shall have access to the failed products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.

RETURN OF DEFECTIVE PRODUCT

After contacting ELB and receiving a return goods authorization number (RGA), the user shall promptly return the product at the user's expense to ELB after receiving instructions as to if, when and where to ship product. Failure to follow this procedure shall void this warranty. Defective products returned after 30 days of RGA's date will not be accepted and credit will not be issued for replacement parts.

REPLACEMENT OF PRODUCT, LIMITS OF LIABILITY

The foregoing shall constitute the sole and exclusive remedy of the purchaser and the sole and exclusive liability of ELB. ELB will not, under any circumstance, whether as a result of breach of contract or warranty, tort, or otherwise, be liable for any incidental, special or consequential damages, including lost profit of revenues or any other costs or damages. This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, powers surges, corrosive environments, neglect, or any use or installation in violation of the instructions or restrictions prescribed by ELB or any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), and the Canadian Standards Association (CSA). This limited warranty shall become void in the event any repairs or alterations not authorized by ELB in writing are made to the Product by any person.