

Fluorescent Warranty

FSC Lighting warrants that its products will be free from defects in materials and workmanship and will perform in accordance with the specifications for such product for a period of 2-5 (depending on lamp and ballast combination) years after shipment (the Warranty Period). This warranty does not apply to (i) products damaged by abuse, accident, misuse, neglect, alteration, repair, disaster, improper installation or improper testing, (ii) products which have been caused to fail by any product or component not supplied by FSC Lighting, (iii) any defect caused by the Buyer or a third party or any error or omission or other fault in information, designs, drawings, documents, data, software, materials or know-how provided or specified by Buyer, or (iv) performance of products as installed in Buyer applications provided that such products performed in accordance with the specifications for such application prior to installation. If FSC Lighting determines that the product is defective as provided in the foregoing paragraph, FSC Lighting will, at its option, repair or replace the product or credit the Buyer with the purchase price thereof. To obtain a replacement or repaired product or credit under this warranty, the Buyer must contact FSC Lighting within the warranty period to obtain a Return Material Authorization and shipping instructions. Seller shall have no responsibility for products out of warranty. Under no circumstances shall Seller be liable for any loss or damage, whether direct or indirect, incidental, consequential, special or otherwise, arising out of or relating to the use of, or the inability to use the product, in excess of the cost of replacement of any product proven defective during the warranty period.

THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

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