



WARRANTY AND TERMS & CONDITIONS

Subject to the exclusion set forth below, all products sold by Factory Direct Lighting ("FDL"), but manufactured by others are warranted by the original manufacturer and NOT by Factory Direct Lighting.

FDL's obligation hereunder is limited to repair or replacement, at FDL's option, at FDL's factory, of any products proving defective during the Warranty Period. All returns for repair or replacement must be approved by FDL in advance. All transportation charges are the buyer's responsibility. FDL is not responsible for any labor cost related to defective ballasts. FDL warrants only lamp ballasts, LED and fluorescent fixtures and other products manufactured by FDL, not products distributed by it that are manufactured by others.

WARRANTY - (a) BALLASTS - Company warrants to the original purchaser that lamp ballasts purchased from it will be free from defects in material and workmanship from the date of manufacture for the following time periods ("Warranty Period"):

- Magnetic and Hybrid Ballast 2 years
- Special or Custom Ballasts* 2 years
- NPF Electronic Ballasts 2 years
- HPF Electronic Ballast 5 years

This warranty is only extended to the original purchaser. This warranty does not apply if the ballast is subjected, negligently or intentionally, to improper storage temperatures, installation, use or maintenance. This warranty does not cover any ballast that is operated in an ambient temperature exceeding 50°C and does not cover any ballast where the hottest spot on the ballast case (sometimes marked TC point) exceeds 75°C in purchaser's fixture. Nor does the warranty apply to any ballast temperature below 0°F. In any case, ballasts are only warranted to operate at the temperature listed on the label and/or on spec sheets.

*Special or Custom Ballasts including but not limited to all with or without HP or NP suffix or any ballast specified in a letter or quote sent to purchaser as special or not listed in our catalog or ballasts made to customer specifications.

(b) **LED FIXTURES, DRIVERS or PRODUCTS CONTAINING LEDES** – Company warrants that complete (or portions of) fixtures (including those sold with a built in driver and those sold with a FDL Driver to be wired to the LED board) shall be free from manufacturing defects in material and workmanship for the lesser of the following time periods: (i) If the entire LED board fails to light, five (5) years; or (ii) for the driver, aluminum extrusion or mounting hardware only, ten (10) years; or (iii) for a light emitting diode ("LED") Board failure (as defined below), five (5) years. For this purpose, failure of an LED Board means: (A) 15% or more of the LEDs on the Board are not emitting light, and (B) (1) light output is less than 70% of the original brightness if during the first 35,000 hours of service or (2) 15% or more of LED's are not emitting light and light output is less than 50% of original brightness if over 35,000 hours of service up to 50,000 hours of service. Hours of service will be based on total time of possible use of the exit sign or fixture starting with the date shipped from Company's factory in Chicago, IL, as determined by the Company, and each such warranty time period also will commence on such shipment date.

(c) **LED FIXTURES purchased from approved online retailers** – Company warrants that LED fixtures shall be free from manufacturing defects in material and workmanship for the lesser of: (a) 5 years or (b) 35,000 hours of service for the LED but only if over 15% of the LED's are not emitting light, each calculated from the date shipped from FDL's factory in Chicago, IL. Hours of service will be based on the Company's determination of likely average hours of use based on the nature of the fixture and normal use thereof.

(d) **OTHER PRODUCTS** - Company warrants any other products purchased from it by Buyer against defective material and workmanship for a period of one year from the date of Company invoice.

(e) **OTHER WARRANTIES** - Any other provision herein notwithstanding, Company does not warrant any products distributed by Company which are manufactured by others; this includes products mentioned above.

The obligation of Company under any warranty hereunder is limited to repair or replacement of Company's factory of such LED or fluorescent fixtures, LED exit retrofits, ballasts, starters, lamps, bulbs, or other products as shall prove defective during the applicable period aforesaid, because of defective material or workmanship. All returns must be approved by Company in advance and all transportation charges are the responsibility of the Buyer. **COMPANY MAKES NO OTHER GUARANTEES OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO ANY PRODUCTS PURCHASED AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED BY COMPANY AND EXCLUDED FROM ANY AGREEMENT MADE BY COMPANY AND ACKNOWLEDGMENT OF BUYER'S PURCHASE ORDER COMPANY'S WRITTEN AUTHORIZATION MUST BE OBTAINED FROM COMPANY BEFORE RETURNING FOR REPAIR OR REPLACEMENT. ANY PRODUCTS PURCHASED COMPANY'S PRODUCTS ARE NOT FOR CONSUMER USE. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES ON ANY OF ITS PRODUCTS WHICH MAY BE INCLUDED IN ANY PRODUCTS NORMALLY USED FOR PERSONAL OR FAMILY PURPOSES.** Company will assume no responsibility or accept invoices for unauthorized repairs or replacement of products purchased even though such products may be defective in no case will any responsibility which Company may have extend to any products or parts not manufactured by Company. Any warranty hereunder is not applicable to any product manufactured, sold or distributed by Company which is not installed and operated (both in Buyer's product and by all subsequent users) in accordance with:

- The National Electrical Code (NEC)
- The Standards for Safety of Underwriters Laboratories, Inc. (UL)
- The Standards of the American National Standards Institute (ANSI) and
- The specific instructions and standards provided by Company for the installation and/or operation of the product

RESPONSIBILITY - COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ITS PRODUCTS, INCLUDING ANY DAMAGES WHICH MAY ENTAIL LOSS OF PROFITS OR REVENUES, LOSS OF USE OF OTHER PROPERTY OR PECUNIARY DAMAGES OF ANY KIND, EVEN IF ARISING OUT OF PHYSICAL DAMAGE TO OTHER PROPERTY, WHETHER DUE TO NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT OR WARRANTY OR OTHERWISE IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF AN ORDER FOR ITS PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS ORDERED. Buyer will be responsible for damage due or caused by any products purchased which shall be occasioned whether intentionally or otherwise by improper installation or application or use, or by attempts to operate such products beyond the capacity thereof. ANY CLAIM AGAINST THE COMPANY ARISING OUT OF AN ORDER FOR ANY PRODUCTS MUST BE FILED WITHIN 12 MONTHS AFTER THE CAUSE OF ACTION ACCRUED OR AROSE AND IN NO EVENT LATER THAN 24 MONTHS AFTER DELIVERY OF THE PRODUCTS WITH RESPECT TO WHICH CLAIM IS MADE. If Company furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or system or equipment in which such product may be installed, the furnishing of such advice will not subject Company to any liability whether in contract, warranty, tort (including negligence) or otherwise.

PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES - Except to the extent otherwise expressly agreed to in writing, any products ordered shall be produced in accordance with Company's standard practices. Additionally, all products shall be produced subject to; (i) tolerance and variations consistent with usage of the trade regular mill practices and/or Company general practices in respect to dimension, weight, straightness, section, surface conditions, composition, mechanical properties, internal conditions, and quality, (ii) to deviations from such tolerances and variations consistent with practical testing and inspection methods and (iii) to regular practice on over and under shipments. All representations and certifications on the part of Company with reference to such products shall be limited by the foregoing.

NON-WAIVER BY COMPANY - Waiver by Company of a breach of any of the terms and conditions of any agreement shall not be construed as a waiver of any other breach.

CANCELLATION - Any orders may be cancelled by the Buyer only upon written approval of Company in its sole discretion, and upon payment of cancellation charges specified in said approval which shall take into account expenses previously incurred, commitments made by Company in reliance upon such order whether or not such commitments and legally binding on Company, and any other factors considered relevant by Company.

TERMS HEREOF CONTROLLING - The terms and provisions hereof constitute the complete and exclusive statement of the order and the Parties' agreement concerning the Products. All prior and contemporaneous representations and statements made concerning the Products and the terms of the Order are superseded hereby. No future statement or representation by any salesman or other person shall be binding upon the Company concerning the Products or this Order unless in writing signed by the Company and incorporated by express reference into this Order. Buyer's order and any acceptance thereof by Company shall be governed by the laws (excluding those governing conflicts of laws) of the State of Illinois. If any of the terms or conditions stated herein shall be invalid under any such applicable law or laws, such invalid terms and conditions shall be without force and any sale or agreement of sale made upon the terms and conditions set forth herein shall be construed as if not subject to such invalid terms or conditions. With respect to any dispute in connection with the Company's sale of any product, Buyer shall be subject to the jurisdiction of any federal or state court located in Cook County, Illinois.

FDL MAKES NO OTHER GUARANTEE OR WARRANTY OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE. ANY IMPLIED STATUTORY WARRANTY OR MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND, STATUTORY OR OTHERWISE, HEREBY IS DISCLAIMED AND EXCLUDED.