

The following warranties apply to

LUXRITE LED Model #

LR40717

LEDCN40/3CCT/3WO/UNV/B

that meet all the following conditions:

(a) the product was purchased by the wholesaler directly from ALLSTAR LIGHTING SUPPLIES INC and from no other source; (b) if the product has been installed, the entire installation was performed by a state licensed electrician or under the supervision of a licensed electrician according to the product installation instructions & Operated according to specification, within specified input voltage, operating ambient temperature , and working with compatible ballasts /dimmers as suggested by ALLSTAR LIGHTING SUPPLIES INC; (c) the product was in its original, unopened and new condition at the time of installation; (d) product that has not been misused, carelessly handled

ALLSTAR LIGHTING SUPPLIES INC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ALL OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION PRODUCTS THAT HAVE BEEN PURCHASED FROM ANY PERSON OR ENTITY OTHER THAN AN AUTHORIZED LUXRITE DISTRIBUTOR, OR INSTALLED BY ANY PERSON OR ENTITY OTHER THAN A LICENSED ELECTRICIAN OR UNDER THE SUPERVISION OF A LICENSED ELECTRICIAN, AND ALL ABOVE-MENTIONED PRODUCTS THAT ARE USED OR ARE OTHERWISE NOT IN THEIR ORIGINAL LUXRITE PACKAGING AT THE TIME OF INSTALLATION.

General Product Warranty. Above mentioned LUXRITE product will be free from defects in materials and workmanship for a period of **5 YEAR** from the date of purchase.

ALLSTAR LIGHTING SUPPLIES INC obligations shall be limited to repair , replacement or company credit at ALLSTAR LIGHTING SUPPLIES INC discretion, of any above mentioned product or parts which prove to be defective, provided that buyer gives ALLSTAR LIGHTING SUPPLIES INC written notice and returns the defective product to ALLSTAR LIGHTING SUPPLIES INC in accordance with ALLSTAR LIGHTING SUPPLIES INC return material authorization (RMA) policies, and ALLSTAR LIGHTING SUPPLIES INC confirms the defect.

Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and ALLSTAR LIGHTING SUPPLIES INC shall not be liable for labor for any consequential or incidental loss or damage, including any labor & expense costs or other costs related to the replacement or repair of the above-mentioned products. The warranty is not applicable to any products subjected to abnormal stresses and operating conditions. Loss or damage to the product due to abuse, mishandling, alteration, accident, electrical current fluctuation, failure to follow operating, maintenance or environmental instructions. Use of occupancy sensors, dimmers or programmable systems with some lamps or luminaires may void the warranty.

DISCLAIMER. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND ALLSTAR LIGHTING SUPPLIES INC EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE ALLSTAR LIGHTING SUPPLIES INC ENTIRE AND EXCLUSIVE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE PRODUCTS AND ALL PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND OPERATION.

LIMITATION OF LIABILITY. ALLSTAR LIGHTING SUPPLIES INC shall not be liable under any theory of relief, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to any breach of warranty, any above mentioned LUXRITE product and the use thereof, or any other acts or omissions of ALLSTAR LIGHTING SUPPLIES INC for: (i) any indirect, incidental, special or consequential damages, whatsoever (including without limitation, loss of anticipated value of a business or its reputation) or (ii) any damage or loss in excess of the price actually paid by buyer to the authorized LUXRITE distributor for the products that caused the damages.