

LIMITED WARRANTY

Custom Lighting Ltd. ("CL") provides the following limited product warranty subject to the following disclaimers and limitations.

All products covered by this warranty shall be free from defects in materials and workmanship under normal use and maintenance for a period of one (1) year from the date of original purchase, and will be limited to repair or replacement, at CL's option without charge, at CL's factory.

All Miro- and Anolux-grade reflective aluminium product is warranted to substantially maintain its performance characteristics for a period of twenty-five (25) years.

All LED boards and drivers are covered for a period of five (5) years. LED products shall be considered defective only if 10% or more of the LED components fail for such product.

All fluorescent and incandescent lamps are covered for a period of two (2) years under normal operating conditions and all ballasts are covered for a period of three (3) years under normal operating conditions. Fluorescent warranty periods are based on a 3-hour minimum cycle, unless otherwise noted, with a maximum of 4,000 hours per year.

No labour allowance is made for any fixture replacement, lamp replacement or ballast replacement during the warranty period. When customary or minor assembly or corrective adjustments are involved, it is the contractor's obligation to make necessary corrections or adjustments.

This warranty only covers products installed and maintained in accordance with the instructions provided by their respective manufacturer and no warranty is made with respect to any of our products that are otherwise installed or maintained. Defects or failures arising during shipment or due to alteration, misuse, negligence, accident, theft, defective maintenance, damage by and actions of others, or where adequate care has not been taken to prevent chemical, ice, or snow damage to the product shall not be covered by this warranty. The warranty does not cover products that have been exposed to toxic, nuclear, or corrosive environments. The warranty does not cover products where operating temperatures fall below -40°C or exceed +90°C, or where operating temperatures exceed maximum rated temperatures for components such as Miro- and Anolux-grade reflective material, ballasts, lamps, LED boards and drivers, and does not cover under/over voltage conditions, excessive switching cycles or operating hours. Due to the unsuitability of many cleaning agents, such aspects of our products as could be damaged by their use (e.g. glass and finishes), are specifically excluded from the terms of this warranty. This warranty does not cover labour, shipping costs, removal or installation.

DISCLAIMER OF IMPLIED WARRANTIES

EXCEPT AS SET FORTH IN THE LIMITED WARRANTY OR OTHERWISE REQUIRED BY LAW, CL PROVIDES ALL PRODUCTS AS IS AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

LIMITATION OF DAMAGES

If during the warranty period any CL product proves defective in materials or workmanship, or fails to meet our published performance specifications for the product, CL's liability for any breach of warranty shall be limited to repair or, at CL's option, replacement with a non-defective product of substantially similar specifications.

RETURN AND REPLACEMENT OF DEFECTIVE PRODUCT

After contacting CL and receiving a return authorization number, the user shall promptly return the product at the user's expense to CL after receiving instructions as to if, when and where to ship product. Failure to follow this procedure shall void this warranty.

THIS WARRANTY COVERS, AND CL IS LIABLE FOR, ONLY THAT WARRANTY COVERAGE AND DAMAGES SPECIFICALLY DETAILED ABOVE. EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW, CL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF CL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER APPLIES DURING AND AFTER THE WARRANTY PERIOD.