

LED Professional FIXTURE Limited Warranty for Educational Applications

LEDVANCE LLC (LEDVANCE) is pleased to provide a limited warranty for the LED Indoor and Outdoor Fixtures for educational applications only.

Subject to change without notice.

LEDVANCE LLC ("LEDVANCE") warrants the LED Indoor and Outdoor Fixtures, including the RTHO, RT8 and Microdisk product, for educational applications only (the "Product") to be free from defects in materials and workmanship for a period of ten (10) years from the earlier of the date of installation or 30 days after date of shipment to the Purchaser ("Warranty Period") when used as directed and subject to the Terms and Conditions herein. If installation or shipment date is unverifiable, the date code of the product plus 3 months shall be the Warranty Period. This limited warranty is extended by LEDVANCE to the original end-user at the original installed location only. "Educational application" is defined as lighting for elementary, middle, and high school buildings.

This limited warranty is based on a maximum of 2,500 hours per year of operation and is voided if Product operated in excess.

TERMS AND CONDITIONS

This warranty only applies when the Product is: properly wired and installed, and operated and maintained in conditions, including environmental conditions (temperature, humidity) in accordance with the instructions contained in applicable Product Information Bulletin. This warranty excludes defects or damage caused by any primary side (line voltage) power source problems including, but not limited to, unregulated power, short circuits or lightning induced power surges, under/over voltage/current conditions, operating outside specified temperature range, or storing the Product outside the specified temperature range. The warranty excludes defects resulting from acts of God, fire, vandalism, or civil disturbances. This warranty does not apply to any abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), and the Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including but not limited to:

- Exceeding the maximum ambient operating temperatures specified in the Product Information Bulletin and or Cut Sheet published on our website.
- Storing the product outside the specified temperature range in the Product Information Bulletin and or Cut Sheet

This warranty does not cover equipment, systems or components from other manufacturers that the Purchaser uses in connection with the Product. Any repair, alteration or modification of the Product, including replacement of Product components with components of other manufacturers will void the warranty in its entirety.

A warranty claim can be reported online at www.sylvania.com/warranty or by contacting either LEDVANCE's National Customer Service & Sales Center at 1-800-654-0089 Fax: 866-632-9674 or the designated LEDVANCE sales representative.

If the Product fails to operate during the Warranty Period due to a defect, LEDVANCE will, at its option and on a prorated basis as provided herein, replace or repair the Product at no charge or grant the original purchaser a credit towards Product replacement. If LEDVANCE grants a replacement and Product is not available, a comparable product will be provided. LEDVANCE will not be responsible for labor costs for removal or installation. If Product fails during the first 5 years of operation, the replacement remedy is not prorated. After the 5th year of operation, the replacement remedy is prorated according to calculation below. The credit remedy is prorated accordingly to the calculation below during the full Warranty Period. The prorated remedy is equal to:

$$\frac{\text{Purchase Price (\$) or Failed Units} \times \text{Unexpired Warranty Period (months)}}{\text{Warranty Period (months)}}$$

If deemed necessary by LEDVANCE under the terms of this warranty, Purchaser will receive a Return Material Authorization ("RMA") number, and shall promptly return the Product or Product component at the Purchaser's expense, to the address provided on the RMA. The RMA must be included on both the packing slip of the Product or Product component being returned and on the outside of the box. FAILURE TO FOLLOW THIS PROCEDURE SHALL VOID THE WARRANTY. IF REPLACEMENT PRODUCT IS PROVIDED UPFRONT FREE OF CHARGE AND THE ORIGINAL PRODUCT IS NOT RETURNED OR THE RETURNED PRODUCT IS NOT COVERED BY THE TERMS OF THE WARRANTY, THE CUSTOMER WILL BE CHARGED FOR THE REPLACEMENT PRODUCT AT THE THEN CURRENT PRICE PLUS SHIPPING COSTS.

If upon examination of the Product, LEDVANCE determines the root cause of failure to be due to a defect in materials or workmanship, LEDVANCE will provide the appropriate remedy as set forth above.

LEDVANCE reserves the right to (i) examine all Product to determine the cause of failure and patterns of usage and (ii) be the sole judge as to whether a Product is defective and covered under this warranty.

LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE LIABILITY OF LEDVANCE FOR THE PRODUCT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. IN NO EVENT SHALL LEDVANCE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION. IN NO EVENT SHALL LEDVANCE'S TOTAL LIABILITY FOR ANY REASON HEREUNDER EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT PURCHASED.

QUESTIONS?

Please call customer service at
1-800-654-0089 or contact your local
LEDVANCE representative.

