

## **TERMS, CONDITIONS AND WARRANTIES**

A-Light warrants that, for a period of five (5) years from the date of shipment to the original customer at the original installed location, each product will be free from any defects in material and workmanship which cause the product to fail to operate in accordance with the products' performance specifications as they exist at the time of shipment. This limited warranty is void if (i) the product is installed improperly or otherwise not in accordance with the A-Light installation instructions and guidelines that are shipped with the product or any applicable standards or codes, such as, without limitation, those standards of codes of the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards Association, (ii) the product is altered or repaired other than as authorized in writing by A-Light, (iii) the product is misused or abused, whether intentionally or not, including without limitation if the product is used at any time in an environment or operating range, or subjected to electrical values, in excess of those specified in the product's performance specifications, (iv) the product is damaged due to Acts of God, (v) the product is used in violation of any applicable standard or code for use, such as, without limitation, those standards or codes of the Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards for Safety of Underwriters Laboratory, Inc., or the Canadian standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards Association, (vi) the product is used other than as a stand-alone product (ie integrated into another lighting product), (vii) the product is damaged in transit or handling, or (viii) customer fails to fulfill all financial obligations in regards to purchase of the product.

A-Light's obligation under this limited warranty is limited to, at A-Light's option, either repair or replacement of the defective part or parts or else make available a new replacement product that will provide equal or better performance.

A-Light's OBLIGATIONS UNDER THIS LIMITED WARRANTY DO NOT INCLUDE ANY OTHER COSTS OR EXPENSES, SUCH AS, WITHOUT LIMITATION, ANY COSTS OR EXPENSES OF REMOVAL OR REINSTALLATION WHATEVER THE CAUSE OR HOWEVER INCURRED OR IMPOSED (FOR EXAMPLE AND WITHOUT LIMITATION, LABOR COSTS OR EXPENSES, LIFTS, SCAFFOLDING, PROTECTIVE FLOOR COVERING, ADMINISTRATIVE COSTS, OR REQUIREMENTS OF LAW OR ANY GOVERNMENTAL AGENCY OR BODY).

A-Light will not be held responsible for any costs associated with the location of the installed products. NO IMPLIED WARRANTY OF MERCHANTIABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.

The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any

kind, statutory or otherwise, are given or herein expressed.

LIMITATION OF LIABILITY: A-Light will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time cost or claims of claimant's Customers. A-Light liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement for the product or services furnished hereunder shall not exceed the price of the Product which gives rise to the claim.

SPECIAL NOTE: Normal wear and tear on the product is not covered by this limited warranty. Exterior or mechanical damage that is not the result of a breach of warranty will not be corrected. No cosmetic repairs will be made. With respect to electrical and electronic parts or components not manufactured by A-Light (e.g. drivers, ballasts, power supplies, photoelectric controls, transformers, etc.), A-Light will provide a warranty equivalent to that offered by the manufacturer of the electrical or electronic components. Please contact the component manufacturers directly for replacements.



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## ABOUT

At A-Light, we are passionate about the relationship between form and light. We strive to understand lighting's contribution to architectural design intent and to develop high quality, energy efficient products that provide flexibility to the designer. A-Light combines advanced optical engineering with a deep understanding of architectural lighting to develop products that integrate into any space. A-Light's luminaires have been specified in tens of thousands of projects throughout North America and are known for high performance and a contemporary aesthetic that achieve balance, elegance and finesse.

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## Representatives

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