



LED Five Year Limited WARRANTY

If the Product(s) fail to comply with the terms of this Warranty, Mobern Lighting, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Mobern Lighting post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Mobern Lighting, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Mobern Lighting post-sales or customer service representative. Mobern Lighting is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Mobern Lighting, but Mobern Lighting shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LEIU OF ALL OTHER WARRANTIES, AND MOBERN LIGHTING EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALIGN OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIES OR MOBERN LIGHTING PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM MOBERN LIGHTING.

The total liability of Mobern Lighting on any and all claims of any kind, whether in contract, warranty tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from Mobern Lighting's performance or breach of this Warranty, or from Mobern Lighting's sale, delivery, resale, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL MOBERN LIGHTING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVENT IF INFORMED OF THE POSSIBILITY OF SUCH DAMANGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THERORY, INCLUDING WITHOUT LIMINATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPEMENT SYSTEMS,, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR AN INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATION UNDER SUCH WARRANTY.

Mobern Lighting reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.





Standard Three Year Limited WARRANTY

A. Mobern Lighting warrants that its products (other than ballasts) are free of defects in workmanship and materials. SUCH WARRANTY IS IN LEIU OF OTHER WARRANTIES INCLUDING WITHOUT LIMINATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Mobern Lighting, at its sole option, will repair or replace, F.O.B our factory, freight prepaid, any Mobern Lighting products (other than ballasts) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Mobern Lighting and is limited to three years from date of shipment. Mobern Lighting reserves the right to determine whether to repair or replace. No charge-back, or charge for labor or material, that does not have Mobern Lighting' prior written approval from its Corporate Offices in Maryland will be honored, accepted or paid by Mobern Lighting. Mobern Lighting will not be responsible for any consequential or incidental damages in connection with any breach of its aforementioned warranty.

B. Ballasts and emergency battery packs are covered by separate ballast manufacturer's warranties. Mobern Lighting does not make any warranties whatsoever as to ballasts and will accept no responsibility or liability whatsoever therefore.

C. Mobern Lighting will not be responsible for any products subjected to inappropriate application or installed or modified in any way that is no in accordance with Mobern Lighting' instructions.

D. No agent, employee or representative of Mobern Lighting has any authority to bind Mobern Lighting to any affirmation, representation, or warranty concerning goods sold by Mobern Lighting and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Mobern Lighting's acknowledgement or Buyer's purchase order, or in standard printed materials provided by Mobern Lighting, it does not form a part of the basis of any bargain between Mobern Lighting and Buyer and shall not in any way be enforceable by Buyer.

