



# Emitter Energy Inc. Light Emitting Diode (LED) A-19 Self Ballasted Lamp Limited Warranty

Emitter Energy Inc. ("Emitter") is pleased to provide the following Limited Warranty covering its LED A-19 Self Ballasted Lamp:

## **Warranty:**

Emitter warrants that these A-19 Self ballasted Lamp will be free from defects in material and workmanship for a period of Two (2) years from the date of shipment.

## **Warranty Parties:**

This warranty is being provided by Emitter Energy Inc. located at 12517 Calderwood Street, Raleigh, North Carolina 27614. The warranty coverage provided under this Limited Warranty extends only to the first purchaser of the A-19 Self ballasted Lamp upon which warranty coverage is claimed ("Purchaser"). No other party is granted any right to bring a warranty claim per the terms of this warranty. **EMITTER EXPRESSLY DISCLAIMS ANY WARRANTY COVERAGE OR PROTECTION RIGHTS THAT PURCHASER MAY ATTEMPT TO ENDORSE OR TRANSFER TO ANOTHER PARTY.**

## **Warranty Coverage Remedy:**

In the event that the A-19 Self ballasted Lamp units in a shipment are defective, and the defective A-19 Self ballasted Lamp contain a defect covered under these Limited Warranty terms, Emitter will replace the A-19 Self ballasted Lamp.

## **Terms and Conditions:**

This warranty is not applicable to, and Emitter makes no warranty whatsoever with respect to, any A-19 Self ballasted Lamp not installed and operated according to the equivalent wattage, voltage and current ratings of the luminaire Emitter A-19 Self ballasted Lamp is installed in. This warranty is not applicable to any A-19 Self ballasted Lamp which has not been stored, installed, maintained, or operated properly and does not apply to damage or failure from abuse, misuse, abnormal stresses, lightning, electrical surges, or any Act of God.

**NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIODS.** The foregoing warranty is exclusive of all other statutory, written, oral, warranties based on course of dealing or usage of trade, or any other warranties of any kind, statutory or otherwise except as expressly written herein. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty sets forth Emitter's obligations and responsibilities regarding its A-19 Self ballasted Lamp and is the exclusive remedy available to the Purchaser.

**LIMITATIONS OF LIABILITY: UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, WILL Emitter BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR DAMAGE TO ANY PROPERTY OR EQUIPMENT, COST**

**OF CAPITAL, COST OF SUBSTITUTE PRODUCT, FACILITIES OR SERVICES, DOWN TIME COSTS OR CLAIMS OF PURCHASER'S CUSTOMERS. EMITTER'S LIABILITY FOR ALL CLAIMS OF ANY KIND OR FOR ANY LOSS OR DAMAGES ARISING OUT OF, RESULTING FROM OR CONCERNING ANY ASPECT OF THIS WARRANTY OR FROM THE A-19 SELF BALLASTED LAMP FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE PAID FOR THE A-19 SELF BALLASTED LAMP WHICH GIVES RIGHT TO THE CLAIM..**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty may give you specific legal rights, and you may also have other rights which vary from State to State.

The sole venue for resolving any disputes arising under this warranty shall be the federal and state courts located in Raleigh, North Carolina.

**Disclaimer of Component Parts Warranties:**

To the extent that any supplier of a component or part used in the manufacture of Emitter's A-19 Self ballasted Lamp has offered any warranty protection of any kind on that supplier's component or part, Emitter explicitly disclaims responsibility for and does not endorse or agree to provide any service or protection under that supplier's warranty terms. If a Purchaser's A-19 Self ballasted Lamp contains a defect that is not protected by Emitter's Limited Warranty terms contained herein, the Purchaser bears sole responsibility for obtaining any warranty protection that may be

offered by a supplier. Should that situation occur, Emitter agrees, within reason, to assist the Purchaser in providing information necessary for Purchaser to obtain such warranty assistance from a supplier.

**Warranty Claims and Service:**

- In order to file a claim for a warranty, contact Emitter to receive a Return Merchandise Authorization Form ("RMA"). Complete the RMA form, making sure to provide sufficient detail to analyze the claim, and send it to Emitter at 12517 Calderwood Street, Raleigh, NC 27614.
- Emitter's Quality Assurance department will then review and attempt to reply within three to five business days with its decision on whether the defective A-19 Self ballasted Lamp is covered under this Limited Warranty. If Emitter requires further analysis on the defective A-19 Self ballasted Lamp to determine if any warranty coverage is applicable, instructions for sending the defective A-19 Self ballasted Lamp to Emitter will be communicated to Purchaser.
- Once Emitter receives the defective A-19 Self ballasted Lamp, if it is determined that its failure was caused by any event or circumstance not covered under this Limited Warranty, the Purchaser will not be entitled to any remedy granted by this Limited Warranty.
- If Emitter determines that the root cause of the defect was due to poor workmanship, defective components, materials, design, or any other defect covered by this Limited Warranty, Emitter will provide the warranty coverage as detailed by these terms.