

Seller warrants that the products manufactured by it and delivered hereunder will be free from defects of material and workmanship for a period of five years from the date of shipment. This warranty is limited to five (5) years or 50,000 hours, whichever occurs first. Seller will repair or replace, at Seller's discretion, without charge any of its products found to be so defective under normal installation and operating conditions within that time provided written notice is given within 10 days after discovery of a defect.

Parts purchased by Seller and delivered hereunder will carry guarantee of the supplier. Any tampering and or penetration of these sealed fixtures will void all warranties. The use of non-Orgatech® Lighting provided systems components, including but not limited to power supplies, connectors, cabling and accessories will void this warranty. The warranty is void if products are altered or repair is attempted or made by anyone other than Orgatech® Lighting. This warranty shall not apply to any defect or failure to perform resulting from misapplication, improper installation, improper operation, abuse or contamination, whether internal or external and only applies when the Product has been properly wired and installed and operated within the electrical values, operating ranges and environmental conditions provided in the specifications or installation instructions for such Product.

The foregoing warranty is given in lieu of all other warranties express or imputed, including implied warranties of fitness and merchantability, and defines seller's sole liability hereunder. Seller shall not be liable for incidental costs, special or consequential damages of any nature with respect to products sold hereunder.

Exclusion of Consequential Damages and Disclaimer of Liability

In no event shall Seller be liable for unauthorized labor charges arising from the changing of defective lighting equipment or parts. Field problems or warranty questions are to be communicated in writing to Orgatech,® no charges will be reimbursed unless authorized by Seller before such costs are incurred.

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, cost of any product recall, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss.