

INSIGHT



Insight Lighting

Warranty & Obligations Insight Lighting Standard Products

Limited Warranty

Insight Lighting warrants that products sold will, upon shipment, be free of defects in workmanship and materials under recommended use and service, provided the products are kept in proper condition and operated under recommended conditions. The warranty is void if products are altered or repair is attempted or made by anyone other than Insight Lighting or its explicitly authorized service center. Insight Lighting's obligation under this warranty shall be limited to the repair or exchange of any part or parts, except ballasts and lamps, which prove to be defective under recommended use and service within **one (1)** year from the date of invoice, and which our examination shall disclose to our satisfaction to be thus defective (except lamps and ballasts). Should any product fail to conform to this warranty, Insight Lighting's obligation, upon prompt written notification from the Purchaser, is limited to repair or replacement, at Insight Lighting's option, without charge. For purposes of clarity "**repair or replacement**" does not include labor or expense reimbursement of any kind at any time. Repair or replacement shall constitute a fulfillment of all liabilities of Insight Lighting with respect to the quality of the products and the warranty. Insight Lighting will assume round trip transportation costs for a defective product under warranty in an amount not to exceed normal (no express) shipping charges within the continental United States. Insight Lighting warrants repaired or replacement items only for the unexpired portion of the original warranty period. The warranty is void as to and does not apply to (i) products that have been altered, repaired or installed contrary to Insight Lighting installation instructions, (ii) normal wear and tear, and (iii) products as to which handling, storage, operation or use has been improper or otherwise did not comply with Insight Lighting's instructions. Lamps and ballasts furnished as components in our products carry the warranty of the manufacturer of that equipment. Defective lamps and ballasts under warranty are to be delivered by the user to the manufacturer's designated service distributor for replacement in accordance with their standard terms. Insight Lighting's liability under this guarantee shall be limited to repair or replacement and the Purchaser agrees that no other remedy (including but not limited to, incidental or consequential damages for lost profits, liquidated damages, lost sales, injury to person or property, business interruption, or any other loss) shall be available to Purchaser. Invoices not paid within Net 30 terms will void this warranty. Insight Lighting is not responsible in any way for damage to a product arising from causes of nature or other causes or events not within the direct control of Insight Lighting.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WE EXPRESSLY DISCLAIM. INSIGHT LIGHTING WILL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OR DAMAGE, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION: DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE OR BUSINESS INTERRUPTION), EVEN IF INSIGHT LIGHTING HAS BEEN ADVISED OF THE POSSIBILITY OR CERTANTY OF THOSE DAMAGES OR INSIGHT LIGHTING COULD HAVE REASONABLY FORESEEN THOSE DAMAGES. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON INSIGHT LIGHTING UNLESS SET FORTH IN WRITING AND SIGNED BY INSIGHT LIGHTING'S AUTHORIZED REPRESENTATIVE. OUR TOTAL AGGREGATE LIABILTIY HEREUNDER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILTIY), INDEMNITY, OR OTHERWISE, WILL NOT EXCEED THE PRICE PAID BY THE PURCHASER FOR THE WARRANTED PRODUCT. THESE EXCLUSIONS OF TYPES OF DAMAGES WILL BE DEEMED INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF AN ORDER.

Governing Law

These Terms and Conditions and terms of any sale or agreement between Insight Lighting and the Purchaser shall be governed by and construed in accordance with the laws of the state of New Mexico and the Purchaser hereby agrees to submit to the personal jurisdiction of federal and state courts located in the state of New Mexico. The Purchaser and Insight Lighting agree that application of the United Nations Convention on Contracts for the International Sale of Goods to the agreement between them (including these terms and conditions) is explicitly excluded.

See Separate Warranties for Insight Lighting Solid State Products and Illusions and Euro Product Families.