

Warranty & Obligations Insight Lighting Illusions, Euro and Spire Products

Limited Warranty

Insight Lighting warrants that products sold will, upon shipment, be free of defects in workmanship and materials under normal use and service provided the products are installed in suitable applications and installed per manufacturer's instructions. 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. This warranty is void if LED Illuminators are stored or operated in non-condensed humidity of greater than 85%, or in ambient temperatures of -30C or lower or +40C or higher, or in inappropriate environments. This warranty does not apply to products that have been altered, repaired or installed contrary to Insight Lighting installation instructions. Insight Lighting's obligation under this warranty shall be limited to the repair or exchange of any Insight Lighting manufactured parts which prove to be defective under recommended use and service and as to which Insight Lighting has received written notice within two (2) years from the date of invoice, and which our examination shall disclose to our satisfaction to be thus defective. (See Third Party Warranties below). 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 its option, without charge. This repair or replacement shall constitute a fulfillment of all liabilities of Insight Lighting. For purposes of clarity, "repair or replacement" does not include labor or expense reimbursement of any kind at any time. 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. Insight Lighting's liability under this warranty shall be limited to repair or replacement only, 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 invoice terms will void this warranty.

This warranty does not cover (i) the photometric performance of the LiteGuide system, (ii) light output reductions due to dirt accumulation or lamp deterioration, (iii) defects in product(s) caused by accident, misuse, neglect, mishandling, alteration, or the physical environment, or (iv) damage arising from causes of nature or other causes or events not within the direct control of Insight Lighting. This warranty is available only if Purchaser has installed, used, and maintained the products according to Insight's instructions.

All statements, technical information, and recommendations contained in this warranty and in Insight's product literature are based on tests Insight believes to be reliable. Insight does not warrant the accuracy or completeness of this information. Insight reserves the right to change, at any time and without prior notice, the technical specifications of its Illusions and Euro product families.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF 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 CERTAINTY 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 LIABILITY HEREUNDER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), 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.

Third Party Warranties

With respect to products sold to the Purchaser by Insight Lighting but not manufactured by Insight Lighting. Insight Lighting MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to the Purchaser, to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product upon the Purchaser's timely written request. Third party warranties include but are not limited to ballasts, lamps, power supplies, dimming and color controls and all associated non Insight Lighting manufactured accessories. It is not the responsibility of Insight to validate fixture and dimming system compatibility.

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 Standard & Solid State LED Product Families/

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