

Warranty & Obligations Insight Lighting Solid State LED 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 installed in suitable applications and installed per manufacturer's instructions. **Insight Lighting Digital products are shipped in a sealed condition to protect the integrity of the product. Any tampering and or penetration of these sealed fixtures will void all warranties. The use of non-Insight 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 Insight Lighting or its explicitly authorized service center.** 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.

Further, this warranty is void if the product is stored or operated in non-condensed humidity of greater than 85%, or greater or less than the fixture's rated ambient temperature rating (see product spec sheet), or in non-recommended environments. Insight Lighting's obligation under this warranty shall be limited to the repair or exchange of any Insight Lighting **manufactured** part which proves to be defective under recommended use and service and as to which Insight Lighting has received written notice within five (5) years from the date of invoice, and which by 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 Insight Lighting's option, without charge.

If Insight Lighting chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Insight Lighting may replace it with a comparable Product. 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 guarantee 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 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 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 power supplies, dimming and color controls and all associated non Insight Lighting manufactured accessories.

Governing Law

These Terms and Conditions and terms of any sales 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 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. 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 Products and Illusions and Euro Product Families.

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