



METROTECH MEDIA & LIGHTING, INC.

LIMITED WARRANTY FOR:

SOLID STATE LIGHTING PRODUCTS

MetroTech Media & Lighting, Inc. (“MetroTech”) warrants to the original end-user (“Purchaser”) of “MetroTech”-brand Solid State Lighting Products (“Products”), that at the date of their purchase, “Products” will be free of significant defects in material and workmanship.

10 Year Warranty for Materials and Workmanship

For a period of ten (10) years after the date of purchase, “MetroTech”, at its sole option, will, itself, or through others, repair, replace “Product” that “MetroTech” verifies as being defective due to significant material or workmanship defects. The determination of whether the Product is defective shall be made by “MetroTech” in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective if the number of inoperable components is less than 10% of the total number of LED components in the Product.

What the Warranty Does Not Cover: This warranty does not cover (1) Product advice or assistance that “MetroTech” furnishes as a courtesy, (2) removal or reinstallation of “Products”, or (3) defects or damage as a result of accident, modification, misuse (including but not limited to the operation at temperatures above 70°C or voltage levels outside the rated range), improper service or repair, improper facility grounding and system wiring, damage due to improper facility Transient Voltage Surge Suppression (TVSS), abuse or abnormal use including, without limitation, improper storage and incorrect installation. Use with 2 circuit - 3 wire shared neutral wiring installations is not covered. This warranty does not cover damage resulting from acts of nature beyond industry specifications of protection thereof. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Conditions of Warranties: It is a condition of these warranties that: (1) the “Purchaser” submit all claims of defect; (2) return of “Product” is accompanied with a bill of sale or other evidence showing the date of purchase and identification of the original “Purchaser”; (3) the “Purchaser” prepay all freight, insurance and other transportation charges to send “Product” to “MetroTech” for warranty-coverage verification, repair or replacement, and; (4) “MetroTech” retains all repaired and replaced parts and “Products”.



Warranty Limitations: In no event shall this warranty run to OEM or component-part buyers. All replacement “Products” are warranted only for the remainder of the original warranty of the “Product” replaced. Replacement “Products” will be equivalent in function, but not necessarily identical to, the replaced “Product”. Repair or replacement as set forth in these warranties is the sole and exclusive remedy under these warranties or otherwise for “Product” defects. “METROTECH” DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Damage Limitations: “METROTECH” IS NOT LIABLE FOR, AND HEREBY DISCLAIMS, ALL DAMAGES CAUSED BY ANY PRODUCT OR THE FAILURE OF A “PRODUCT” TO PERFORM, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR SAVINGS, UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE AND STRICT “PRODUCT” LIABILITY) OR CONTRACT, SUSTAINED BY “PURCHASER” OR BY ANY OTHER PERSON. THIS LIMITATION CAN NOT BE WAIVED OR AMENDED BY ANY PERSON AND WILL BE EFFECTIVE EVEN IF “METROTECH” OR ITS REPRESENTATIVE HAS BEEN ADVISED OF, OR MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW.

How to Obtain Warranty Service: To obtain warranty service, “Purchaser” must obtain a "Return Material Authorization" (RMA) number from the MetroTech Media & Lighting Customer Service Group, 38 S. Blue Angel Parkway, Suite 108; Pensacola, FL 32506, USA, service@metrotechlight.com.