

# LIMITED WARRANTY OF STRAND PRODUCTS

## **INSPECTION / WARRANTY / RETURNS**

A. Customer, at its sole expense, shall inspect all Goods promptly upon receipt and accept all Goods that conform to the specifications or catalog. All claims for any alleged defect in or failure of the Goods or Seller's performance to conform to the Contract, capable of discovery upon reasonable inspection, must be set forth in a written rejection notice detailing the alleged non-conformity, and be received by Seller within thirty (30) calendar days of Customer's receipt of the Goods. Failure by Customer to notify Seller of the alleged non-conformity within thirty (30) days will be conclusive proof that the Goods have been received by Customer without defects or damage, and in the quantities specified on the bill of lading and shall constitute an irrevocable acceptance of the Goods and a waiver of any such claim in connection with the Goods.

B. Seller warrants to Customer only that the Goods will be free from defects in material and workmanship at the time of delivery and, subject to the exceptions and conditions set forth below, for the following period (the "Warranty Period"): two (2) years from the date of commissioning by Seller's authorized personnel for dimming and control products and; three (3) years from the date of shipment, from Seller, for luminaires. Commissioning by Seller's authorized personnel must occur, if at all, within six months of delivery of dimming and control products to Customer. Seller's only obligation and the Customer's sole and exclusive remedy under this warranty is for repair at our facility or, at our option, replacement of defective items, without charge for factory applied labor or materials. Seller will remedy a defect as set forth in paragraph D, below, (the "Warranty"). The Warranty is subject to each of the following exceptions and conditions:

1. Customer must promptly (and in all events within the Warranty Period) notify Seller of any alleged defect in a written notice (the "Notice") which shall set forth the quantity, catalog number, finish, original purchase order number, Seller's invoice number on which Goods were originally billed and a statement of the alleged defect.

2. The Warranty shall not apply: (i) to any claimed defect that was capable of discovery upon reasonable inspection and deemed to be waived under paragraph A, above; (ii) to any Goods that have been subject to misuse, abnormal service or handling, or altered or modified in design or construction; (iii) to any Goods repaired or serviced by any person other than Seller's authorized service personnel or to Goods installed other than according to installation instructions; (iv) color media or lamps, or (v) with respect to normal wear and tear.

3. The Warranty coverage includes parts and components for dimming and control products commissioned by Seller's authorized personnel. Seller makes no Warranty with respect to parts or components that are not the product of Seller.

4. The Warranty is Seller's exclusive warranty with respect to the Goods. Seller makes no warranties, guarantees or representations, express or implied, to Customer except as set forth in this paragraph. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND DISCLAIMED.

C. Seller will accept the return of Goods properly rejected under paragraph A, above, or as to which Notice of an alleged breach of Warranty has been timely given and such Goods may be returned to Seller, freight prepaid, but only upon Customer's receipt of Seller's written return goods authorization ("RGA") and shipping instructions. The RGA shall be void if the Goods are not received within 45 days after issuance of the RGA. No deduction or credit in respect of any rejected or returned Goods shall be taken until Customer has received Seller's further written deduction or credit/authorization following Seller's inspection to confirm nonconformity or defect. Seller will charge to Customer any and all costs incurred by Seller in connection with the handling, shipping, inspection and disposition of any returned Goods that are determined by Seller not to have been nonconforming upon Delivery or as to which the warranty hereunder is not applicable.

D. UPON ANY PROPER RETURN PURSUANT TO PARAGRAPH C, ABOVE, WHETHER IN CONNECTION WITH A REJECTION OF GOODS OR AN ALLEGED BREACH OF WARRANTY AND BASED UPON THE CONDITIONS SET FORTH IN THIS PARAGRAPH, SELLER AGREES THAT IT WILL, AS THE SOLE AND EXCLUSIVE REMEDY UNDER THE CONTRACT OR OTHERWISE, FOR ANY NONCONFORMITY OR BREACH OF WARRANTY, AND AT SELLER'S SOLE ELECTION: (i) REPAIR SUCH GOODS; OR (ii) REPLACE SUCH GOODS.

## **LIMITATION OF DAMAGES**

A. EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH WITH RESPECT TO DIRECT DAMAGES ARISING OUT OF CLAIMS RELATED TO CUSTOMER'S ORDERS FOR GOODS, UNDER NO CIRCUMSTANCE WILL THE SELLER BE LIABLE FOR ANY DAMAGES, UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (EXCEPT FOR CONSEQUENTIAL DAMAGES RELATING TO PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW) OR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, SUSTAINED BY CUSTOMER, OR BY ANY OTHER PERSON, IN CONNECTION WITH ANY CUSTOMER ORDER OR GOODS COVERED HEREBY.

B. THE LIABILITY OF SELLER, IF ANY, FOR DIRECT DAMAGES IN CONNECTION WITH FILLING CUSTOMER'S ORDERS OF GOODS IN ACCORDANCE WITH THE CONTRACT, REGARDLESS OF THE DELIVERY OR NON-DELIVERY OF SUCH GOODS, WILL NOT IN ANY EVENT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF GOODS WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

For complete terms, conditions and additional information related to Strand (a Signify Holding company) warranty, please contact Strand Customer Service at 10911 Petal Street, Dallas, Texas 75238 USA, 1-800-4.STRAND (toll free North America) or 1-214-647-7880.