



HORTILUX™

Warranty

EYE LIGHTING INTERNATIONAL OF NORTH AMERICA INC. EXCLUSIVE HIGH-INTENSITY DISCHARGE (HID) LAMP LIMITED WARRANTY AND EXCLUSIVE REMEDY

The following exclusive limited warranty and remedy shall apply to EYE Lighting International of North America's HORTILUX™ Super HPS, HORTILUX® Blue lamps, HORTILUX® Metal Halide lamps, and HORTILUX® Super Blue lamps.

EYE Lighting International of North America ("EYE Lighting") warrants HORTILUX® lamps to be free from defects in material and workmanship during the period ending one year after the date of sale or, if unknown, after the date of manufacture, provided that such lamps are operated on ballasts and luminaries that meet all applicable ANSI specifications or, where no ANSI specifications exist, Iwasaki Electric and EYE Lighting specifications.

WARRANTY ADMINISTRATION POLICY

1. EYE Lighting International offers this warranty ONLY to purchasers of HORTILUX® lamps who purchased their lamps from a retail store that purchased from a distributor authorized by EYE Lighting. This warranty does not apply to second-hand lamps or lamps purchased pursuant to casual sales. All warranty claims must be directed to the retail store where the lamp was purchased.
2. Except as provided in this warranty, neither EYE Lighting nor Iwasaki Electric Co., Ltd., makes any representation or warranty of any kind, express, implied or statutory, as to any matter whatsoever, including without limitation merchantability, fitness for a particular purpose, non-infringement or otherwise. EYE Lighting and Iwasaki Electric hereby disclaim any such warranty. Without limiting the foregoing, EYE Lighting and Iwasaki Electric do not make and shall not be deemed to have made any warranty as a result of any testing, sampling, or similar analysis that either may perform.
3. EYE Lighting and Iwasaki Electric shall not under any circumstances be responsible for any loss or damage, indirect, special, ordinary, exemplary, consequential or otherwise, arising out of the purchase or use of the lamps, except as expressly provided in this warranty. Under no circumstances shall EYE Lighting's or Iwasaki Electric's liability of any kind exceed the purchase price of the lamp in question.

