

■ Warranty

1.1 Lumacell emergency lighting equipment units (excluding AC and DC Central Systems, lamps, pilot lights and fuses) are fully warranted to be free of defects in material and workmanship under normal use for a period of one (1) year. Lumacell emergency lighting equipment units with the Nexus option are fully warranted to be free of defects in material and workmanship under normal use for a period of five (5) years. The full warranty period begins on the date of installation or ninety (90) days from the date of shipment, whichever date is earlier.

1.2 DC and AC Central Systems are covered by a separate comprehensive warranty.

1.3 LED strips used in Lumacell Exit signs are warranted to be free of defects in material and workmanship under normal use for a period of ten (10) years. The full warranty period begins on the date of installation or ninety (90) days from the date of shipment, whichever date is earlier.

1.4 Lumacell unit equipment batteries are warranted to be free of defects in material and workmanship under normal use for a period of one (1) year full and nine (9) years Pro Rata. The full warranty period begins on the date of installation or ninety (90) days from the date of shipment, whichever date is earlier. Batteries have a maximum storage life (shelf life) of 6 months. Batteries must be recharged or placed in service within the 6 months storage life or battery warranty will be void.

2.1 Should defect appear in the equipment or batteries listed in the paragraph 1.1, 1.2, 1.3 or 1.4 above within the specified full warranty period, Lumacell will repair or replace equipment without charge (see paragraph 3.4). Such repair or replacement shall be the purchaser's exclusive remedy.

2.2 The Pro Rata Warranty period for batteries begins on the date the full warranty ends.

2.3 A battery determined to be defective during the Pro Rata Warranty Period shall be repaired or replaced at a cost equal to the net price in effect at the time, reduced by the percentage obtained in multiplying 10% by the number of full years remaining in the total warranty period. Such repair or replacement at this adjusted price shall be the purchaser's exclusive remedy.

3.1 All warranties are subject to proper installation and maintenance in accordance with the instructions supplied.

3.2 Any material deemed defective must be returned freight prepaid, to a service depot for evaluation (see paragraph 5.1). Any changes in circuitry or components by other than an authorized Lumacell personnel or its service companies will void the warranty.

3.3 All warranties are limited to the repair and/or replacement of parts or equipment, which, upon examination at our service depot, are determined to be defective and in our judgment are subject to repair or replacement under warranty. Replacement of lamps, pilot lights, and fuses is not included in the warranty.

3.4 If new replacement parts are shipped before defective goods are received for evaluation, the replacement parts will be invoiced at the net price in effect at the time. These charges will be credited if, upon receipt and evaluation of goods, a defect is determined. Only replacement parts will be shipped under these circumstances, if field replacement is possible. Lumacell factory only reserves the right to ship new unit equipment for replacement purposes. Unit returned after installation cannot be restored to 100% saleable condition.

4.1 In no event shall Lumacell be liable for back charges of any kind, including without limitation, labor charges for field repair or late penalties.

4.2 This warranty does not cover damages caused by abuse, improper maintenance or installation or damage due to installation areas with other than normal temperatures and environmental conditions per application specifications. Lumacell assumes no responsibility for any damages to people, property, apparatus or otherwise resulting from improper installation or maintenance of its emergency lighting unit equipment.

4.3 This warranty does not cover damages caused by abuse, fire or act of God.

4.4 In no event shall Lumacell be liable for incidental or consequential damages.

4.5 The foregoing warranty is in lieu of other warranties, expressed or implied. Except as stated in this warranty, Lumacell shall not be liable for any defects in, or breach of any contract relating to, the quality of performance of Lumacell equipment under any theory of law including, without limitation, contract, negligence, strict liability or misrepresentation.

4.6 Lumacell warranty coverage shall not apply to any equipment of another manufacturer used in conjunction with Lumacell equipment.

5.1 Defective goods returned to the factory must be shipped prepaid. Any and all collect returned shipments will be refused. Freight charges to return repaired equipment or ship replacement equipment to the purchaser to be paid by Lumacell. Factory will return repaired or replacement goods via same shipping method as received whenever possible and practical. ■