

THOMAS RESEARCH PRODUCTS LIMITED WARRANTY

Thomas Research Products warrants to the Purchaser that its LED drivers, surge protectors, and lighting transformers will be free from defects in material and workmanship and will be of the designated kind and quality for five years from the date of manufacture. (EXCEPT: BLED Drivers, which are two years.) All other electronic circuits will be free from defects in material and workmanship and will be of the designated kind and quality for one year from the date of manufacture.

This warranty is not applicable to any circuit not installed and operated in accordance with the current edition of National Electrical Code and Underwriters Laboratories, Inc. Standards for Safety.

If it appears within our circuit warranty period that any circuit does not meet the warranty specified above, the Purchaser must notify in writing by United States mail of its warranty claim and return the circuits promptly at Purchaser's expense to Thomas Research Products. Thomas Research Products shall thereupon at Thomas Research Products expense, make available a repaired or new replacement part.

NO IMPLIED STATUTORY WARRANTY OR IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED CIRCUIT WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE WILL THOMAS RESEARCH PRODUCTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROPERTIES, LOSS OF USE OR DAMAGE TO ANY PROPERTY OR EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF PURCHASER'S CUSTOMERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THOMAS RESEARCH PRODUCTS LIABILITY ON ALL CLAIMS OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT WHICH GIVES RISE TO THE CLAIM, EXCEPT IN ACCORDANCE WITH THOMAS RESEARCH PRODUCTS TECHNICAL ENGINEERING SERVICE PROGRAM.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**Subject to change without notice.*