

Warranties

E-CONOLIGHT LIMITED WARRANTY

Effective: July 1, 2013

Limited Warranty: E-conolight, LLC warrants to the original purchaser (the "Buyer") of the E-conolight lighting product purchased (the "Product"), that the Product will be free from material defects in workmanship and materials under normal use and service and conform to E-Conolight's written specifications. This limited warranty extends for a period of one (1) year from the date of your original retail purchase of the Product, unless otherwise indicated on the catalog or website page associated with the Product (the "Warranty Period"). There is NO WARRANTY in cases of damage to the Product in transit or damage caused by your negligence; abuse; abnormal usage; misuse; accidents; damage due to environmental, corrosive or natural elements; improper power supply; failure to follow E-conolight's instructions or applicable electrical codes; improper installation, storage or maintenance; damage due to acts of God; fire; vandalism; civil disturbances; power surges; alteration; mishandling; and incorrectly or improperly performing maintenance or repair by someone other than E-conolight or its authorized service provider. For the purchase of poles and bullhorns, the limited warranty specifically excludes fatigue failure or similar phenomena, resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around such poles and bullhorns.

Remedy: If the Product proves defective during the Warranty Period and you follow the Product return procedures set forth below, E-conolight will in its sole discretion, as its sole and exclusive obligation under this warranty, refund you the purchase price of the Product, repair the Product or replace the Product without charge, F.O.B. E-conolight's designated facility. Proof of original purchase date (e.g., sales receipt or original invoice) is required for this limited warranty to apply. E-CONOLIGHT SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR E-CONOLIGHT'S ACTS OR OMISSIONS OR

OTHERWISE. This limited warranty does not cover the cost of field labor or expenses related to the repair or replacement of the Product.

E-conolight reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by E-conolight in its sole discretion, and warranted for the remainder of the original warranty period.

This warranty is effective for purchases of Product after its effective date. E-conolight reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with E-conolight on or after the effective date of such revised warranty.

This limited warranty applies only to a Product purchased within the United States (including the lower 48 states, the District of Columbia, Hawaii, Alaska, Puerto Rico and the U.S. Virgin Islands, but excluding APO/FPO addresses that are outside of those named jurisdictions) (collectively, the "Territory"). Replacement and repaired Product or parts will only be shipped to addresses within the Territory, and refunds will only be credited to accounts located within the Territory.

Making a Warranty Claim: Notice of any warranty claim should be sent to E-conolight at the following address: 1501 96th Street, Sturtevant, WI 53177 or you may call E-conolight at (888) 243-9445 to receive a RGA# and instructions for return of the Product, freight prepaid.

Further Limitations: TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES WILL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REFUND, REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY E-CONOLIGHT IN ITS SOLE DISCRETION. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

IN NO EVENT SHALL E-CONOLIGHT BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. E-CONOLIGHT'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL BE LIMITED TO THE MONIES PAID TO E-CONOLIGHT FOR THAT DEFECTIVE PRODUCT. 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.

This limited warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.