

## archlit Limited Warranty

This warranty is applicable to archlit products purchased directly from archlit or an authorized distributor of archlit. This warranty does not apply to archlit products purchased or obtained from any other source. (A person or entity with a proper warranty claim is called a "Buyer" for purposes of this Limited Warranty.)

This warranty may not be altered, modified, or extended by any agent, distributor, or dealer on behalf of archlit.

## Limited Warranty

archlit warrants to Buyer that assembled fixtures will be free from defects in workmanship or materials for five years from the invoice date of Buyer's purchase.

The sole remedy under this Warranty is that archlit will at its option repair or replace FOB archlit's NJ location a product or parts that fail in normal use during the warranty period because of defects in workmanship or materials. Repair and replacement does not include labor costs or other costs for the installation or removal of installed products covered by this warranty. If a product cannot be replaced because it has been discontinued or is otherwise not available, archlit may replace the product with a comparable product.

archlit shall have the right to retain all replaced products.

Warranty claims must be presented in writing to archlit at 42 Ithanell Rd Hopatcong NJ 07843 not later than 30 days after the discovery of the facts or conditions that create the warranty claim. The claim must include proof of purchase and provide appropriate details identifying the product, the installation date, and the product failure. By making a claim under this warranty, Buyer agrees that if requested by archlit a representative from archlit will be given access to Buyer's site as needed to inspect the product claimed to be defective and will be able to provide similar access to representatives from other manufacturers whose products may be implicated

This warranty does not apply to:

- (1) the use or ownership of archlit products by anyone who is not a Buyer as defined above;
- (2) archlit products that have been modified; used for purposes for which they are not intended; mishandled; improperly wired or installed; improperly operated outside appropriate electrical values (including but not limited to supply spikes or voltage levels outside the limits specified for the product in question), application guidelines, standards (including without limitation standards included in applicable safety, industry, or electrical guidelines), or any other documents accompanying the product; or subjected to abnormal wear and tear;
- (3) archlit products that have been repaired or altered without prior authorization from archlit in writing; and
- (4) third-party products, as to which archlit refers Buyer to the third-party product's manufacturer's warranty (if any).

EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES ON ARCHLIT PRODUCTS EITHER EXPRESS OR IMPLIED, AND ARCHLIT DISCLAIMS ALL WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

To the fullest extent allowed by law, the remedies provided in this warranty are Buyer's sole and exclusive remedies.

## Maximum Liability

IF AN ARCHLIT PRODUCT FAILS TO WORK AS WARRANTIED, THE MAXIMUM LIABILITY OF ARCHLIT IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE BUYER PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT AS SET FORTH ABOVE.

IN NO EVENT IS ARCHLIT LIABLE FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY EVEN IF ARCHLIT OR AN AUTHORIZED REPRESENTATIVE OF ARCHLIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Exclusive Venue; Choice of Law; Trial by Jury

Any action brought by Buyer against archlit must be brought in the Superior Court of New Jersey or the United States District Court of New Jersey. All such actions will be governed by New Jersey law without regard to principles of choice of law.

BUYER WAIVES RIGHT TO TRIAL BY JURY WITH RESPECT TO ALL DEMANDS, CLAIMS, AND COUNTERCLAIMS RESULTING FROM BUYER'S PURCHASE OF AND USE OF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES.