



## LIMITED WARRANTY AND LIMITATION OF LIABILITY

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### MATERIAL

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HLI warrants all products sold by it to be merchantable (as such term is defined in the Uniform Commercial Code) and to be free from defects in material and workmanship. Buyer must notify HLI promptly of any claim under this warranty. The Buyer's exclusive remedy for breach of this warranty shall be the repair or replacement, F.O.B. factory, at HLI's option, of any product defective under the warranty, which is returned to HLI within one year from the date of shipment, except as noted below. NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF THE LAW, COURSE OF DEALING, USAGE OR TRADE OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH HLI'S PRODUCTS OR ANY SALE OR USE THEREOF. HLI SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFITS OR CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY BUYER. HLI's warranty shall run only to the first Buyer of a product from HLI, from HLI's Buyer, or from an original equipment manufacturer reselling HLI's product, and is non-assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first Buyer. This warranty applies only to the use of the product as intended by HLI and does not cover any misapplication or misuse of said product.

### APPLICATION

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HLI does not warrant the accuracy of and results from product or system performance recommendations resulting from any engineering analysis or study. This applies regardless of whether a charge is made for the recommendation, or if it is provided free of charge. Responsibility for selection of the proper product of application rests solely with the buyer. In the event of errors or inaccuracies determined to be caused by HLI, its liability will be limited to the reperformance of any such analysis or study.

### PURCHASER INSPECTIONS

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Tests, inspections and acceptance of all material must be made at the factory. Buyers' inspectors are welcome at the factories and are provided with the necessary facilities for carrying out their work. Name and phone number of who should be contacted for inspection should be given to HLI no later than two weeks prior to scheduled shipment date.

### LIMITATION OF LIABILITY

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IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR ALLEGED NEGLIGENCE, SHALL HLI BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OF THE BUYER FOR SUCH DAMAGES. Any claim by Buyer for breach of the foregoing warranty shall be deemed waived by Buyer unless submitted to HLI in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged breach. Any cause of action for breach of the foregoing warranty shall be brought within one year after the cause of action has accrued.

### FLUORESCENT FIXTURES

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Any ballast failing within the warranty period, and which was operated under proper conditions, should be exchanged for a ballast at the applicable manufacturer's Ballast Service Center. Any charges for labor, materials, etc. that do not have our written approval before such work is implemented will not be allowed. Contact HLI Technical Services at 540-382-6111.

NOTE: Catalog pages are for reference only. Specifications and dimensions may change without notice.