



FIVE YEAR LIMITED WARRANTY

A. Exceline warrants that its products (other than ballasts) are free of defects in workmanship and materials. SUCH WARRANTY IS IN LIEU OF OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Exceline, at its sole option, will repair or replace, F.O.B. our factory, freight prepaid, any Exceline product (other than ballasts) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Exceline and is limited to five years from date of shipment. Exceline reserves the right to determine whether to repair or replace. No charge-back, or charge for labor or material, that does not have Exceline's prior written approval from its Corporate Offices in New Jersey will be honored, accepted or paid by Exceline. Exceline will not be responsible for any consequential or incidental damages in connection with any breach of its aforementioned warranty.

B. Ballasts, lamps and emergency battery packs are covered by separate lamp and ballast manufacturers warranties. Exceline does not make any warranties whatsoever as to ballasts and will accept no responsibility or liability whatsoever therefore.

C. Exceline will not be responsible for any products subjected to inappropriate application or installed or modified in any way that is not in accordance with Exceline's instructions.

D. No agent, employee or representative of Exceline has any authority to bind Exceline to any affirmation, representation or warranty concerning goods sold by Exceline and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Exceline's acknowledgment, or in standard printed materials provided by Exceline, it does not form a part of the basis of any bargain between Exceline and Buyer and shall not in any way be enforceable by Buyer.

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