

## **TERSEN™ LIMITED WARRANTY**

TERSEN warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of one (1) year from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by TERSEN unless prior written authority has been granted by our Post-Sale department.

TERSEN shall not be liable for damages that result from deliveries that do not occur within a customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of TERSEN, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

Anchor bolts must be installed using current factory-furnished templates.

Ballast Guarantee – Ballasts are those of recognized, responsible manufacturers. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballasts found to be in warranty should be made directly to the ballast manufacturer through their local ballast service center or their field representative in order to expedite replacement. TERSEN is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective ballasts. Any such costs would be the responsibility of and must be authorized by the ballast manufacturer. Copies of each manufacturer's standard ballast replacement program are available upon request from TERSEN representatives or can be accessed via [www.tersenlighting.com](http://www.tersenlighting.com).

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. TERSEN MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND TERSEN EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF TERSEN HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

### LIMITATION OF LIABILITY:

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to TERSEN's products. The total liability of TERSEN on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, TERSEN's performance or breach of the foregoing limited warranty or from TERSEN's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL TERSEN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.