

PRODUCT WARRANTY

RAB warrants RAB manufactured products to be free from defects in material and workmanship for a period of one year from date of shipment except (a) the warranty period for LED products is five years from the date of shipment; (b) RAB extends no warranty for plastic globes or polycarbonate lenses; and (c) certain sensor products may have a warranty period longer than one year. The foregoing warranty does not apply to, and RAB will have no liability for, problems caused by acts of god including without limitation lightning strikes and problems caused by any improper action or failure to act by Buyer or any third party including without limitation problems caused by improper installation. The light output (lumen depreciation), color temperature and color rendering index for a particular model of LED Product may vary and RAB makes no warranty that all products of the same model will have the same characteristics. The obligation of RAB under this warranty shall be limited to repair or replacement, at RAB's option, of any products or parts which prove to be defective, provided that Buyer gives RAB written notice, returns the defective product to RAB as provided above, and RAB confirms the defect. Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and RAB will not be liable for labor or other costs related to de-installation or re-installation. On products furnished by RAB, but manufactured by others, RAB passes through any warranty from the manufacturer thereof and makes no separate or additional warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RAB EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND THE FOREGOING WARRANTIES STATE RAB'S ENTIRE AND EXCLUSIVE LIABILITY, AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE, PRODUCTS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION.