



## **LIMITED WARRANTY FOR CHAMELEON LIGHTING LED HI-BAY FIXTURES**

Chameleon (“Chameleon”) warrants its LED Hi-Bay Fixtures (the “Fixtures”) against any defects in materials and workmanship for a period of five (5) years from date of purchase by buyer (“Buyer”) only if proper installation and maintenance guidelines are adhered to and the Fixture has been properly installed. This warranty applies to all materials and components of the Fixtures provided by Chameleon.

This warranty does not apply to: (i) Fixtures that are lost or damaged due to: abuse, accident, misuse, neglect, storage and maintenance, civil disturbances power surges, improper power supply, electrical current fluctuations, corrosive environment installations, induced vibration, harmonic oscillation or resonance associated with movement of air currents around the Fixture, alteration, repair, disaster, failure to follow installation, operating, maintenance or environmental instructions prescribed by Chameleon or applicable electrical codes, or improper testing; (ii) Fixtures that have failed because of the use of any product or component not supplied by Chameleon used in conjunction with the Fixture; (iii) any defect caused by Buyer or a third party or any error or omission or other defect in the information, designs, drawings, documents, data, software, materials or know-how provided or specified by Buyer; or (iv) the non-performance of Fixtures as installed by Buyer applications provided that such Fixtures performed in accordance with the specifications for such application prior to installation. If Chameleon determines a Fixture is defective as provided in the foregoing paragraph, Chameleon will, at its option, repair or replace the Fixture or grant credit to the Buyer with the purchase price thereof. Chameleon reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part as determined by Chameleon, in its sole discretion, and warranted for the remainder of the original warranty period.

To obtain a replacement or repaired Fixture or request a credit under this warranty, the Buyer must contact Chameleon within the warranty period to obtain a return material authorization and shipping instructions. Chameleon shall have no responsibility for Fixtures not covered under this warranty. Under no circumstances shall Chameleon be liable for any loss or damage, whether direct, indirect, incidental, consequential, special or otherwise, arising out of, or relating to use or non-use of the Fixture, in excess of the cost of replacement of any Fixture during the warranty period.

**THIS WARRANTY IS BUYER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

**IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER’S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.**

This warranty is effective for purchases of Fixtures on or after the effective date set forth below. Chameleon reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Chameleon on or after the effective date of such revised warranty.

Date: \_\_\_\_\_