

## ESPEN Technology® Ballast Limited Warranty

#### PERIOD OF WARRANTY AND COVERAGE

Espen Technology, Inc. ("Espen Technology"), 7621 Somerset Blvd., Paramount, CA 90723, (562) 529-2938, warrants that its ballasts will be free of defects from material and workmanship from the date of manufacture, as indicated by the date code on each product, for the following periods.

<b>Product</b> High Power Factor Ballasts (case temperature 75°C or less) High Power Factor Ballasts (case temperature 85°C or less) High Power Factor Ballasts (case temperature 90°C or less) Medium Power Factor Ballasts	Warranty Period 5 Years 3 Years 2 Years 2 Years 2 Years
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#### CONDITIONS

This express limited warranty is extended by Espen Technology only to the original or first end-user purchaser. This warranty is conditional upon proper storage, installation, usage and maintenance.

Espen Technology is not responsible for any supplemental equipment not supplied by Espen Technology, which is used in connection with the ballast. Damage to all such supplemental equipment is expressly excluded from this warranty. Espen Technology is not responsible for any damage to the ballast resulting from the use of supplemental equipment not supplied by Espen Technology.

This warranty is not applicable to any ballast which is not installed and operated in accordance with the current edition of the Standards for Safety of Underwriter's Laboratory, Inc. (UL), The National Electric Code (NEC), the Standards for the American National Standards Institute (ANSI), applicable federal, state, and local codes, and with Espen Technology's most recent instructions and application guidelines for ballast installation.

This warranty is not applicable to any Espen Technology manufactured ballast that has been subject to abnormal or excessive stresses and operating conditions.

#### WARRANTY CLAIM AND SERVICE

If it appears within the specified warranty period that any Espen Technology ballast does not meet the warranty specified above, Espen Technology, at its sole discretion, will replace or repair the defective ballast.

In order to make a claim under the warranty, the customer must notify Espen Technology in writing, seeking return authorization, and provide the defective product to Espen Technology for evaluation at which time Espen Technology shall determine applicability of warranty. If the product is found to be defective under this warranty, Espen Technology, at its own option, will replace or repair the ballast. Espen Technology may pay a maximum of US\$10 to apply to labor charges at Espen Technology's discretion.

The conditions of any tests concerning ballasts which are alleged to be defective under this warranty shall be mutually agreed upon in writing and Espen Technology shall be notified of and represented at any such tests.

#### Returned Goods Authorizations (RGA)

Claimants should contact Espen Technology directly at (562) 529-2938 or 7621 Somerset Blvd, Paramount, CA 90723 for RGAs.

# NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.

This warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any sort, statutory or otherwise, are provided or herein expressed. All Espen Technology's responsibilities regarding the ballast and the claimant's exclusive remedy are set forth by this warranty.

### LIMITATION OF LIABILITY

Under no circumstances will Espen Technology be liable for any consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of use of ballast or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers as a result of breach of contract, breach of warranty, tort, strict liability.

This warranty gives the claimant specific legal rights. The claimant may also possess other rights that vary from state to state.

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