



EXCLUSIVE HIGH INTENSITY DISCHARGE (HID) LAMP LIMITED
WARRANTY/REMEDY

The following exclusive limited warranty and remedy shall apply to EYE Multi-Metal Ignitek™, EYE Multi-Metal™; High Output Position Oriented, High Output Horizontal Operation, Premium Universal, UV Cut Metal Halide, Shatterproof Metal halide, Protected Metal Halide, Standard Universal, Low Watt Medium Base, Tubular Design, EYE Multi-Metal Ace™, EYE Color Arc®, EYE Color Arc Par™, EYE Color Arc Renaissance™, Clean Arc™, EYE Clean Ace™, EYE Quartz Arc™, EYE Sunlux Ultra Ace™ EN; Sunlux Power Ace™, EYE Sunlux Super Ace®, EYE Ignitron™ EN, EYE DAYLUX®, EYE Daylux Par™ Dichroic Reflector Type PAR 36, EYE Specialux™, EYE SUNLUX®EN, EYE SUNLUX®, MOON PULSE™, EYE Mercury E and BT Bulb Series, EYE Mercury Reflector Lamps, EYE Self Ballasted Mercury lamps, EYE Cera Arc©, Pulse Start; Brutus® and all other HID lamps.

EYE Lighting International warrants the following products to be free from defects in material and workmanship for the following periods:

1. **One year** from the date of installation, invoice date or, if unknown, from date of manufacture, HID lamps with a published average life of 12,000 hours or less, provided that such lamps are operated on a minimum 10 hours per start operating cycle on ballasts that meet all applicable ANSI specifications or, where no ANSI specifications exist, Iwasaki Electric / EYE Lighting specifications. Including but not limited to; EYE Multi-Metal™; High Output Position Oriented, High Output Horizontal Operation, Premium Universal, Pulse Start, Standard Universal, Low Watt Medium Base, Tubular Design, EYE Cera Arc©, EYE Multi-Metal Ace™, EYE Color Arc®, EYE Color Arc Par™, EYE Color Arc Renaissance™, Clean Arc™, EYE Clean Ace™, EYE Quartz Arc™, EYE DAYLUX®, EYE Daylux Par™ Dichroic Reflector Type PAR 36, EYE Specialux™, EYE SUNLUX®EN, MOON PULSE™, Mercury E and BT Bulb Series, EYE Mercury Reflector Lamps, EYE Self Ballasted Mercury.
2. **One year** from the date of installation invoice date or, if unknown, from date of manufacture, HID lamps with a published average life of 3,000 hours or less, provided that such lamps are operated on a maximum 3-5 hours per start operating cycle on ballasts that meet all applicable ANSI specifications or, where no ANSI specifications exist, Iwasaki Electric / EYE Lighting specifications. Including, but not limited to; EYE Multi-Metal™ High Output, Position Oriented, (M1500B/BD, M1500BSX/HOR60, M1500B/BUH), and EYE Quartz Arc™.
3. **One year** from date of installation invoice date or, if unknown, from date of manufacture, or 1/3 of rated average lamp life, whichever occurs first, for all other HID lamps, provided that such lamps are operated on ballasts that meet all applicable ANSI specifications or, where no ANSI specifications exist, Iwasaki Electric/EYE Lighting specifications. Including but not limited to EYE Multi-Metal™; High Output Position Oriented, High Output Horizontal Operation, Premium Universal, Pulse Start, Standard Universal, Low Watt Medium Base, Tubular Design, EYE Cera Arc©, EYE Multi-Metal Ace™, EYE Color Arc®, EYE Color Arc Par™, EYE Color Arc Renaissance™, Clean Arc™, EYE Clean Ace™, EYE Quartz Arc™, EYE DAYLUX®, EYE Daylux Par™ Dichroic Reflector Type PAR 36, EYE Specialux™, EYE SUNLUX®EN, EYE SUNLUX®, MOON PULSE™, Mercury E and BT Bulb Series, EYE Mercury Reflector Lamps, EYE Self Ballasted Mercury, Brutus®.
4. **Two years** from the date of installation invoice date or, if unknown, from date of manufacture, HID lamps with a published average life over 12,000 hours, provided that such lamps are operated on a minimum 10 hours per start operating cycle on ballasts that meet all applicable ANSI specifications or, where no ANSI

specifications exist, Iwasaki Electric / EYE Lighting specifications. Including, but not limited to; EYE Multi-Metal Ignitek™, EYE Multi-Metal™; High Output Position Oriented, High Output Horizontal Operation, Premium Universal, Pulse Start, UV Cut Metal Halide, Shatterproof Metal Halide, EYE Cera Arc©, Protected Metal Halide, Universal, Low Watt Medium Base, EYE Multi-Metal Ace™, EYE Sunlux Ultra Ace™ EN; Sunlux Power Ace™, EYE Sunlux Super Ace®, EYE Ignitron™ EN (LU50/I/EN, LU1000B/I/EN), Mercury E and BT Bulb Series, EYE Mercury Reflector Lamps, EYE Self Ballasted Mercury.

5. **Three years** from the date of installation invoice date or, if unknown, from date of manufacture, HID lamps with a published average life of 30,000 hours, provided that such lamps are operated on a minimum 10 hours per start operating cycle on ballasts that meet all applicable ANSI specifications or, where no ANSI specifications exist, Iwasaki Electric / EYE Lighting specifications. Including, but not limited to, all standard wattage EYE Ignitron™ EN lamps.

EYE Lighting International also warrants that EYE Multi-Metal™ metal halide lamps will not, due to defects in materials and workmanship, vary in color uniformity more than +/- 350 Kelvin through applicable period set forth in Paragraphs 1- 4 above, when such lamps (1) are within the same family; (2) are of similar age (i.e., do not vary by more than 100 burn hours); (3) operate under the same operating cycle (i.e., the same on/off pattern); and (4) have passed the initial operating period of no less than 100 hours to stabilize lamp color.

EYE LIGHTING INTERNATIONAL MAKES NO WARRANTIES WITH RESPECT TO LAMPS HAVING OPERATING CYCLES DIFFERENT THAN THOSE SET FORTH IN PARAGRAPHS 1 THROUGH 5 ABOVE. WITH RESPECT TO ALL LAMPS, WHETHER IDENTIFIED ABOVE OR NOT, EYE LIGHTING INTERNATIONAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH ABOVE AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE OF EYE LIGHTING INTERNATIONAL HAS AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, OR AGREEMENT, EXCEPT AS STATED HEREIN, AND BUYER HAS NOT RELIED UPON ANY REPRESENTATION, PROMISE, OR AGREEMENT, EXCEPT AS STATED HEREIN.

All lamps claimed to be defective shall be returned to EYE Lighting International at the customer's expense. EYE Lighting International will replace any warranted lamps that it determines do conform to the foregoing exclusive limited warranty. EYE Lighting International reserves the right to inspect and examine failed lamps to determine cause of failure, and to require proof of date of installation, amount of operating hours, proper operating cycle, and compliance with applicable ANSI or Iwasaki Electric / EYE Lighting specifications.

IN THE EVENT OF BREACH OF WARRANTY, EYE LIGHTING INTERNATIONAL'S LIABILITY SHALL BE LIMITED TO THE ABOVE EXCLUSIVE LIMITED REMEDY OF REPLACEMENT. IN NO EVENT SHALL EYE LIGHTING INTERNATIONAL BE HELD LIABLE FOR DAMAGES ATTRIBUTABLE TO MISUSE OR IMPROPER INSTALLATION, MAINTENANCE, OR STORAGE, OR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, LOST PROFITS, OR LABOR CHARGES, EVEN IF EYE LIGHTING INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL DAMAGES. THE PARTY MAKING A WARRANTY CLAIM SHALL BE RESPONSIBLE FOR ALL FREIGHT CHARGES INCURRED IN SHIPPING LAMPS CLAIMED TO BE DEFECTIVE TO EYE LIGHTING INTERNATIONAL.

Any dispute, controversy or claim that relates in any way to EYE Lighting International's Exclusive Limited Warranty/Remedy shall be determined and administered by the American Arbitration Association in Cleveland, Ohio in accordance with its Commercial Arbitration Rules.

Approval Sign off Page

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