

Seller warrants that the products manufactured by it and delivered hereunder will be free from defects of material and workmanship for a period of five years from the date of shipment. Seller will repair or replace, at Seller's discretion, without charge any of its products found to be so defective under normal installation and operating conditions within that time provided written notice is given within 10 days after discovery of a defect.

Parts purchased by Seller and delivered hereunder will carry guarantee of the supplier. In the case of ballasts which are found to be defective and found to have failed under normal installation and operating conditions and when operated at rated voltages and are within the ballast warranty.

**The foregoing warranty is given in lieu of all other warranties express or imputed, including implied warranties of fitness and merchantability, and defines seller's sole liability hereunder. Seller shall not be liable for incidental costs, special or consequential damages of any nature with respect to products sold hereunder.**

**Exclusion of Consequential Damages and Disclaimer of Liability**

In no event shall Seller be liable for unauthorized labor charges arising from the changing of defective lighting equipment or parts. Field problems or warranty questions are to be communicated in writing to Orgatech, no charges will be reimbursed unless authorized by Seller before such costs are incurred.

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, cost of any product recall, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss.