

Magtech Emergency LED driver battery Backup Limited Warranty

Magtech Industries Corporation warrants that its Products will be free from defects in material and workmanship from the date of manufacture by Magtech Industries for the following periods:

Item No.	Model Description	Category	Limited Warranty
1	iES-v008y-HM	High Profile	5 years
2	iES-v008y-LM		5 years
3	iES-v025y-HM		5 years
4	iES-v008y-LM	Low Profile	5 years
5	iES-v012y-LM		5 years
6	iES-v025y-NP	External Without Batteries	5 years

This warranty is conditioned upon proper storage, installation, use, and maintenance. The emergency LED driver battery backup must only be used in an environment where the ambient temperature never causes the TC point temperature to exceed 75°C. During the first year of warranty coverage, Magtech will ship a new unit(s) (up to 5 units) free of charge upon submission of Magtech failure description and RMA request form. After the first year, Magtech would require the failed units to be returned to Magtech at customer's expense for failure analysis and warranty determination. If covered under warranty we reserve the right to replace or repair the unit(s) and return to the customer. If replacement units are not available we reserve the right to substitute a similar unit(s) that we have in stock or Magtech can offer a discount to purchase new units with new warranty. Discount TBD upon customer's request. Consideration should be given to shielding the emergency LED driver battery backup from direct sunlight if installed outdoors. If installed outdoors, care must be exercised when installing emergency LED driver battery backup to ensure they are not installed in areas where liquids normally pool. The end user must ensure that the AC input voltage has measures in place to prevent lightning strikes/ surges and that large load shift surges are reduced or eliminated prior to the input of the emergency LED driver battery backup. Emergency LED driver battery backup returned with this type of damage are not covered under warranty. Proof of SPD use is required for outdoor applications. This warranty is not applicable to any emergency LED driver battery backup which is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), and the Standards for the American National Standards Institute (ANSI), and with Magtech instructions and guidelines. This warranty is not applicable to any emergency LED driver battery backup subjected to abnormal stresses and operating conditions.

Magtech shall correct any defects, at Magtech option, by either repairing any defective part or parts or by replacing any defective part or parts or by making available a new replacement unit. The conditions of any tests concerning any emergency LED driver battery backup which is claimed to have not performed to this warranty shall be mutually agreed upon in writing and Magtech shall be notified of, and may be represented at any such tests. This express limited warranty is extended by Magtech only to the original OEM purchaser. Warranty claims are to be made in accordance with Magtech published Warranty Service Program.

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

The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. This warranty sets forth Magtech responsibilities regarding the emergency LED driver battery backup and claimant's exclusive remedy.

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Appendix A: **Limited Warranty Conditions** Cont.

LIMITATION OF LIABILITY.

Magtech will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for 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. Magtech liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement or from the product or services furnished hereunder shall not exceed the price of the specific emergency LED driver battery backup which gives rise to the claim. This warranty gives the claimant specific legal rights. The claimant may also have other rights which vary from state to state.