

5625-A S. Arville, Las Vegas, NV, 89118  
**Office:** (702) 364-9998 **Fax:** (702) 364-1562

## Limited Warranty Conditions – Special Edition for Lynxus Wireless Device

### 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:**

Lynxus Wireless Devices	Limited Warranty Period
ZBA-E001, ZBA-PM01 series – ZigBee end-node adaptor	5 years
ZBS-TAxx, ZBS-TExx series – ZigBee Wall switch w/Scene Control	5 years
LynxEM, egress lighting devices	5 years

This warranty is conditioned upon proper storage, installation, use, and maintenance. The Lynxus Wireless devices 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 Lynxus Wireless devices from direct sunlight if installed outdoors. If installed outdoors, care must be exercised when installing Lynxus Wireless devices 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 Lynxus Wireless devices. Lynxus Wireless devices 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 Lynxus Wireless devices 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 Lynxus Wireless devices 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 Lynxus Wireless devices 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 to the extent that an authorized Magtech distributor is the Purchaser of the Products such distributor may transfer this limited warranty to subsequent purchasers of the Products, provided that such Products are resold in new condition and in their original packaging.

Third party components incorporated into the Product that are not manufactured by Magtech are excluded from this warranty, but may be covered by a third party manufacturer. Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such component.

This limited warranty is subject to the following additional conditions:

- The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications.
- A Magtech representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.
- The Product has been purchased directly from an authorized Magtech distributor/dealer for use in the United States.

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- Purchase receipt for the Product is available for inspection by Magtech.

**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 wireless control devices and claimant's exclusive remedy.

**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 of from the product or services furnished hereunder shall not exceed the price of the specific wireless control devices 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.