



5-YEAR LIMITED WARRANTY

TERMS & CONDITIONS

EverLast® Lighting (“EverLast®”) warrants that its fixtures, ballasts, drivers, chips and lamps (“EverLast® Products”) will be free from defects in materials and workmanship for a period of five (5) years or 30,000 hours (whichever comes first) from the date of purchase from EverLast®. EverLast® Products demonstrated to be defective within this warranty period will be repaired or replaced in EverLast®’s sole discretion, at no cost provided the EverLast® Products are determined by EverLast® to have been installed and operated in accordance with manufacturer’s recommendations. This warranty applies only to the original purchase for EverLast® Products used within the US, Canada, or other countries as expressly specified by EverLast® in writing. This warranty is nontransferable EverLast® reserves the right to examine all failed lighting EverLast® Products, and will be the sole judge as to whether any of the EverLast® Products are defective and covered under this warranty. EverLast® reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by EverLast® in its sole discretion, and warranted for the remainder of the original warranty period. The warranty described in this paragraph represents the sole and exclusive remedy for any alleged defect, nonconformity, or failure of any product supplied by EverLast®.

Except as expressly set forth in the paragraph above, EverLast® makes no representations or warranties, express or implied, of any nature whatsoever, including any warranty of merchantability or fitness for a particular purpose. In no event will EverLast® be liable to any person for special, indirect, incidental, consequential or punitive damages, including lost profits or revenue. Additionally, EverLast® will not be liable for:

- Defects caused by external causes such as accident, abuse, misuse, mishandling, negligence, fire, water damage, theft, vandalism, riot, explosion, natural disaster, or other external causes unrelated to the performance of the EverLast® Products.
- EverLast® Products for which EverLast® has not yet received full payment.
- Defects caused by misuse, faulty installation, misapplication, extreme environmental conditions beyond those defined in the EverLast® Products specifications (including limits on operating temperatures), under/over voltage situations, lack of compliance with applicable instructions, improper or inadequate maintenance, negligence, accident, or tampering.
- Situations in which EverLast® Products supplied by EverLast® are replaced with those from other manufacturers.
- Products not manufactured by EverLast®, including sensors and/or additional controls attached to or associated with any of the EverLast® Products.
- Costs for shipping and installation of replacement EverLast® Products.

This warranty applies only to EverLast® Products purchased from EverLast® on or after June 29, 2009.

For further information on EverLast® Lighting’s warranty policy contact us at 888-383-7578.