

Ephesus Fixture Limited Warranty

Effective: January 1st, 2017

I. What the Warranty Covers

Cooper Lighting, LLC ("Ephesus") warrants to the end user of the original installation location ("You" or "User") that new Ephesus fixtures or controls purchased from Ephesus or an authorized distributor ("Products") shall, for a period of ten (10) years from the date of original purchase (the "Warranty Period"), be free from defects in material and workmanship and shall produce light levels that are at least 90% of the light levels specified by Ephesus at the time of the original sale. During the Warranty Period, Ephesus' sole obligation, and User's sole remedy, shall be to repair or replace Products found to be defective as defined herein. Ephesus shall not be bound by any terms, conditions, or representations, which are not stated herein including, but not limited to, any statements made by distributors or re-sellers.

II. What Voids or is Not Covered Under the Warranty

This Warranty is void, and Ephesus shall have no liability hereunder, with respect to a Product if You or any person other than an employee, independent contractor, or subcontractor of Ephesus: (a) install(s) or use a Product in a manner that is not in accordance with the applicable specifications and instructions, including, but not limited to, over/under voltage or current conditions, excessive switching cycles, operating hours, or outside any applicable operating conditions; (b) without the prior written consent of Ephesus, modify, tamper, or disassemble a Product, including, without limitation, alter serial numbers or removes factory supplied stickers or labels of a Product; or (c) use unauthorized components, parts, accessories, or other materials to repair a Product.

This Warranty does not cover:

- a) cosmetic defects;
- b) damage, defects, or failure caused by:
 - i. acts of God;
 - ii. accident, misuse, misapplication, abuse, negligence, or modification of any part of the Product;
 - iii. improper storage, installation, repair, operation or maintenance;
 - iv. wrong or inadequate electrical current or connection; or
 - v. transit.
- c) Other equipment or products manufactured by someone other than Ephesus.
- d) labor costs and expenses (including contractor costs and expenses) associated with the removal and replacement of Product.

III. Warranty Activation / Service Claims

Ephesus shall have no liability under the Warranty unless User first activates the Warranty by completing and returning the Warranty registration form attached hereto. After activation of the Warranty, you must make a valid Warranty claim to Ephesus in order to receive coverage under the Warranty. Warranty claims can be serviced by contacting Ephesus' customer service and sales center:

Phone: (315) 579-2873
Email: ephesuswarranty@eaton.com

If you are unsure whether a situation exists that is covered by the Warranty, please contact Ephesus' customer service and sales center at the phone number or email address listed above for assistance.

IV. Replacement of or Repair to Product

Ephesus, in its discretion, may use comparable product of equal or greater value to replace a Product that meets the conditions of this Warranty. Furthermore, in performing repairs to a Product that meets the conditions of this Warranty, Ephesus reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts. Repaired or replaced Products are warranted for the remainder of the original Warranty Period. Ephesus reserves the right to examine all returned Products, their specific installation location, and patterns of usage to determine the cause of failure.

V. Limitation of Warranty

THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. EPHEBUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE EPHEBUS' SOLE LIABILITY AND USER'S EXCLUSIVE REMEDY FOR FAILURE OF EPHEBUS TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

VI. Limitation of Liability

THE REMEDIES OF THE USER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF EPHEBUS TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL EPHEBUS BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE USER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF USER HAS BEEN ADVISED OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF USER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

VII. Severability

If any term or provision of this Warranty, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Warranty, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

VIII. Choice of Law

The document, including the Warranty shall be construed and enforced in accordance with the laws of the state of Texas and the laws of the United States applicable in that state.