



## ESPEN Technology® Flex LED T8 & T5 Limited Warranty

#### PERIOD OF WARRANTY AND COVERAGE

Espen Technology, Inc. ("Espen Technology"), 12257 Florence Ave., Santa Fe Springs, CA 90670, (562) 529-2938, warrants to the original purchaser that the Flex LED T8 & T5 lamps ("Product") will be free of defects in material and workmanship for a period of **FIVE (5) YEARS** from the date of original purchase.

#### CONDITIONS

• This warranty is conditional upon proper installation, maintenance, and usage in accordance with published specifications and operating instructions. Product must be used in lighting equipment designed and approved for the application and in environmental conditions (temperature, humidity) within the normal specified operating range.

This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, powers surges, corrosive environments, neglect, or any use or installation in violation of the instructions or restrictions prescribed by Espen Technology or any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), and the Canadian Standards Association (CSA). This limited warranty shall become void in the event any repairs or alterations not authorized by Espen in writing are made to the Product by any person.

### WARRANTY CLAIM AND SERVICE

If it appears within the specified warranty period that the Product does not meet the warranty specified above, Espen Technology, at its sole discretion, will replace or repair the defective Product.

In order to make a claim under the warranty, the customer must notify Espen Technology in writing, seeking return authorization, and provide the defective product to Espen Technology for evaluation at which time Espen Technology shall determine applicability of warranty. If the Product is found to be defective under this warranty, Espen Technology, at its own option, will replace or repair the Product.

The conditions of any tests concerning products which are alleged to be defective under this warranty shall be mutually agreed upon in writing and Espen Technology shall be notified of and represented at any such tests.

Returned Goods Authorizations (RGA): Claimants should contact Espen Technology directly at (562) 529-2938 or 12257 Florence Ave., Santa Fe Springs, CA 90670 for RGAs.

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

This warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any sort, statutory or otherwise, are provided or herein expressed. All Espen Technology's responsibilities regarding the Product and the claimant's exclusive remedy are set forth by this warranty.

#### LIMITATION OF LIABILITY

Under no circumstances will Espen Technology be liable for any consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of use of Product 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 as a result of breach of contract, breach of warranty, tort, strict liability.

This warranty gives the claimant specific legal rights. The claimant may also possess other rights that vary from state to state.