



LIMITED PRODUCT WARRANTY

Warranty and Obligations:

THE FOLLOWING IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE.

Prodigy Lighting warrants to the customer for resale only that Prodigy Lighting products are free from defects in materials and workmanship. **The obligation of Prodigy Lighting under this warranty is expressly limited to repair or replacement of the unit itself or components (board, transformer, etc)** without charge, at the sole option of Prodigy Lighting, of defective products manufactured at Prodigy Lighting's factory and only after Prodigy Lighting has issued a Return Materials Authorization to customer for the products. The warranty period commences on the date of shipment of products and shall apply for the periods set forth below.

This warranty does not apply to Prodigy Lighting products which have been altered or repaired outside of Prodigy Lighting, Inc.'s factory or which have been subjected to neglect, abuse, misuse or accident (including shipping damages). THIS WARRANTY ALSO DOES NOT APPLY TO PRODUCTS NOT MANUFACTURED BY Prodigy Lighting, WHICH HAVE BEEN INSTALLED AND USED IN CONJUNCTION WITH Prodigy Lighting products. Prodigy Lighting's warranty does not apply to any other component part or accessory manufactured by another manufacturer. Any warranty regarding such components is made by the manufacturer of the components, and customer shall direct all claims to the component manufacturer. Prodigy Lighting's warranty does not cover the labor associated with the replacement of any product.

LIMITATIONS OF LIABILITY: IN NO EVENT SHALL Prodigy Lighting BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS; NOR SHALL THE LIABILITY OF Prodigy Lighting FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE, REPAIR OR MODIFICATION OF THE PRODUCTS, OR SUPPLY OF ANY REPLACEMENT PARTS THEREFORE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS, PARTS, OR SERVICES DELIVERED HEREUNDER WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE.

Effective Date: 2.1.18