

## **GLOBAL 10 YEAR LIMITED WARRANTY**



The terms of this Limited Warranty only applies to CeramaTek® ballasts manufactured by Global Energy & Lighting, a Wyoming corporation - hereinafter referred to as "global". Warranties for all other products sold by Global, except lamps (see below) are limited to those warranties, if any, provided by the manufacturer.

The limited warranty only applies to specified Global Energy & Lighting ballast(s). It does not apply to and Global makes no warranty of any kind, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any accessories, components or products not manufactured or assembled by or for Global, but Global will make available to the Customer, to the extent permitted by law and the relevant warranties of manufacturers of such accessories, components or products, the warranties of the manufacturer upon timely written notice of a claimed defect.

Global, located at 439 East Shore Drive, Eagle, Idaho 83616 warrants that its CeramaTek\* ballasts will be free from defects in material and workmanship from the date of manufacture for:

## **Terms & Conditions -**

CeramaTek® Ballast 10 Year Term Warranty

- » Years 1-5; full coverage
- » Years 6-10; replacement cost at 50% of MSRP

Manufacturer's Lamp Warranty

- » Years 1-2; see manufacturer's warranty
- » Years 3-5; replacement cost at 50% of MSRP

CeramaTek® ballast warranty is based on maximum case temperature of the CeramaTek® ballast there shall be no warranty for products exposed to temperatures higher than those identified below:

» 70° C = 5 Years from date of purchase

» 80° C = 3 Years from date of purchase

» 85° C = 1 year from date of purchase

This warranty is conditioned upon proper storage, installation, use and maintenance of products, and proper registration of product purchased. Warranty registration must be completed within 60 days of original purchase at www.gel-usa.com/registration. Limited warranty terms noted are based upon average usage of 4,380 hours per year. This warranty is not applicable to any ballast not installed and operated in accordance with the current edition of The National Electric Code (NEC), the standards for Safety of Underwriter's Laboratory Inc. (UL), the standards for The American National Standards Institute (ANSI), and with Global Energy & Lighting's instructions and guidelines for the ballast. The preceding requirements shall apply regardless of the location of installation and use. This warranty is not applicable to any ballast subjected to abnormal stresses or operating conditions.

Global shall correct any defects (as described below), at Global's option, by either repairing any defective part or by replacing any defective part by making available a replacement ballast that is substantially similar to the ones being replaced.

All warranty claims must be made as follows: (i) contact Global to complete initial failure analysis. (ii) purchaser must return a completed RMA request form along with product to Global by mailing to the address above; (iii) Upon receipt of completed RMA form and materials, Global shall test the products as it deems necessary using its standard testing procedures; (iv) purchaser will receive either a credit or repaired product for materials which Global deems defective in materials or workmanship ("defective products"), Materials that Global determines are not defective products will be returned to purchaser at purchasers expense. The express limited warranty is extended by Global only to the original or first end-user purchaser.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO ANY PRODUCTS EITHER DURING OR AFTER THE WARRANTY PERIODS DESCRIBED ABOVE. THE FOREGOING WARRANTY IS THE ONLY WARRANTY PROVIDED BY GLOBAL AND IS EXCLUSIVE OF ALL STATUTORY, COMMON LAW, WRITTEN OR ORAL WARRANTIES, AND NO OTHER WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, ARE GIVEN OR HEREIN EXPRESSED. THIS WARRANTY SETS FORTH GLOBAL'S RESPONSIBILITES REGARDING THE BALLAST AND IS CLAIMANTS' EXCLUSIVE REMEDY.

**LIMITATION OF LIABILITY -** Global is not liable, whether as a result of breach of contract, breach or warranty, tort, strict liability or otherwise, 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, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers. Global's liability on any claims or damages related in any way to the products or services provided by Global shall not exceed the price of the specific ballast or ballasts which gives rise to the claims or damages. This warranty gives specific legal rights. The purchaser may have other rights which vary from state to state but the terms of this Limited Warranty supersede and obviate such rights to the extent allowed by applicable law.