

# HALCO LIGHTING TECHNOLOGIES BALLAST LIMITED WARRANTY

Halco Lighting Technologies (hereinafter called “Halco”), 2940 Pacific Drive, Norcross, GA 30071, warrants to the purchaser that Halco ballast will be free from defect in material and or workmanship from the date of shipment from Halco for the following time periods:

## Ballast Category Warranty

Electronic Fluorescent:	5 Years	Electronic Residential:	5 Years
ProFormance Fluorescent:	5 Years	Electronic Sign:	3 Years
ProFormance Electronic CFL:	5 Years	Core & Coil HID	2 Years

All other ballasts are covered under our *Quality Assurance* noted below.

Should any product not meet the warranty specified above, Halco, at its option, shall correct any defect, by either repairing any defective part or parts or by replacing any defective part or parts or by making available a new replacement ballast. This warranty is conditioned upon proper storage, installation, use and maintenance.

This warranty is not applicable to any ballast, which is not installed and operated in accordance with the current edition of the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI), and with Halco instructions and guidelines for the ballast. This warranty is not applicable to any ballast subjected to operating conditions outside Halco specifications and/or abnormal stresses.

Halco reserves the right to examine all ballasts prior to the determination of warranty status. All ballasts must be retained for warranty claims. The warranty period starts on the date of shipment from Halco.

NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. The warranty sets forth Halco’s responsibilities regarding the ballast and claimant’s exclusive remedy. Warranty claims are to be made in accordance with Halco’s published Warranty Service Program, made available upon request.

LIMITATION OF LIABILITY. Halco will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, be liable 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 or damage to any associated equipment, cost of capital, cost of substitute products, facilities of service, down time cost, or claims of claimant’s customers. Halco’s liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the products or services furnished hereunder shall not exceed the price of the specific ballast or ballasts which gives rise to the claim.

Some states do not allow the exclusion or limitation of damages or the length of time for an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damages and implied warranties may not apply to certain claimants. This warranty gives the claimant specific legal rights. The claimant may also have other rights, which vary from state to state.

## Warranty Exclusion Clause for Products Exported:

This warranty shall be void for products that are exported outside the U.S. and its territories. The distributor, private labeler or OEM assumes all responsibility imposed by statute, regulation or law on product sold into those markets.