

## Limited Warranty And Warranty Adjustments

### NIGHTSUN<sup>®</sup> AND STARBURST SEARCHLIGHT SYSTEMS, ACCESSORIES, COMPONENTS AND SPARE PARTS (Collectively, "Products")

For a period of two (2) years following the date that Spectrolab, Inc. ("Seller") originally ships a Product to the purchaser ("Warranty Period"), Seller warrants that the Product(s) will be free from defects in workmanship or materials (the "Limited Warranty").

**Warranty Exclusions and Limitations.** The Limited Warranty does not extend to a Product which has been: (1) subject to misuse, neglect, or accident; (2) damaged through abuse, improper installation or application, alteration, or negligence in use, storage, transportation or handling; (3) operated other than in accordance with operating practices set forth in the applicable operation and maintenance manual or other document supplied by Seller; or, (4) repaired or modified using parts or procedures other than those approved by Seller or their technical equivalents (collectively, "Exclusions"). Seller may reject a Limited Warranty claim if: (5) the purchaser ("Buyer") does not provide adequate documentation of its service records for the Product; (6) the Product's original identification markings have been removed, defaced or altered; or, (7) the claim is received by Seller after the Warranty Period has elapsed (collectively, "Limitations").

If Seller's evaluation discloses that a defect has occurred as a result of an Exclusion or if the claim is subject to a Limitation, Seller shall disallow the claim.

**Claim Process and Shipping Costs.** It is a condition precedent to the enforcement of the Limited Warranty that the Buyer give written notice to Seller of a claimed defect within ten (10) days after discovery, including a detailed written explanation of the claimed defects. Upon receipt of the notice of claim, Seller, without unreasonable delay, will inspect the Product in place, issue a return authorization to Buyer, or advise of another handling procedure.

At Seller's request, Buyer must allow Seller or its representatives to examine the Product parts claimed to be defective and Buyer shall furnish any reasonable available information concerning the circumstances of such failure.

Unless the Buyer obtains prior authorization from Seller, Seller will not accept returns. Products returned to Seller will be subject to adjustment only if return is made in accordance with packing and shipping instructions issued by Seller and, except for the below, Buyer shall pay all shipping costs and assume all risks and costs for loss or damage during shipments to and from Seller.

#### Shipment Costs – Defective Products

If Seller issues a return authorization to Buyer, Buyer and Seller shall agree upon a method of shipment. Seller shall pay the cost of shipment for the return of such Product and reshipment of any such repaired or replaced Products.

If a claim is disallowed, the Buyer will be notified and, unless other arrangements are made by the Buyer within thirty (30) days after such notification, Seller will return the item to the Buyer collect.

**Adjustments.** Upon receipt of a valid Limited Warranty claim and examination of affected Products, Seller will make a determination of claim and choose an adjustment. At Seller's discretion, adjustment by Seller will be either by giving credit for, or repairing or replacing, with reasonable promptness, Product parts or material which Seller's examination shall disclose to be defective. If Seller elects to repair or replace the defective Product, Seller shall determine whether such repair or replacement constitutes a basic repair or an upgrade. An upgrade is defined by Seller as constituting a new configuration, when

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compared against the configuration as originally sold to the Buyer. If Seller receives Buyer's notice of claim within the Warranty Period, the Warranty Period for a repaired or replaced Product that has received basic repairs shall be extended six (6) months from the date of the notice of claim and the Warranty Period for repaired or replaced Products that constitute upgrades, shall be extended six (6) months from the date of the notice of claim.

**Third Party Warranties.** In the event of failure of any components delivered as part of Seller's Product, but not manufactured by Seller, Seller will assist the Buyer in obtaining reasonable adjustment under the manufacturer's warranty (if any) from the original manufacturer. To the extent that Seller is empowered to do so and as detailed in a separate lamp warranty specific to each lamp, Seller will pass the most favorable warranty offered by the manufacturer of the source lamps used in the Product, to the Buyer. The lamp warranty will be void if the lamp is operated under conditions other than specified in the applicable operation and maintenance manual or specific lamp warranty.

**Not A Guarantee.** This Limited Warranty does not constitute a guarantee that the warranted products will function without maintenance or periodic overhaul during the Warranty Period. The service life of many components is restricted by "state of the art" conditions that are beyond the Seller's immediate control.

**No Implied Warranties or Consequential Damages.** Seller is not liable for loss or damage (including indirect, special, incidental, or consequential damages), caused directly or indirectly by the Products. The Limited Warranty is specifically in lieu of all other warranties express or implied, or otherwise created by law.

**SELLER EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE .**

Some states and jurisdictions do not allow limitations on implied warranties (such as warranties of merchantability or fitness for a particular purpose), or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to Buyer. In addition, Buyer may have other rights which may vary from state to state.

**No Waiver.** Seller's election not to enforce the provisions of this Limited Warranty, including its Exclusions or Limitations, shall in no way be deemed a waiver of such provisions, and Seller reserves the right to enforce the provisions.