### Fulham Co., Inc. Limited Warranty

## **Length of Warranty and Coverage**

Warranty period will be determined from the date of manufacture as indicated by the date code stamped on each product and will be covered as follows:

WorkHorse Electronic Fluorescent Ballast - 5 Years HighHorse Electronic HID Ballast - 3 Years Long Horse Electronic Remote Fluorescent Ballast - 5 Years

Fulham, at its own expense will replace or repair ballasts and pay reasonable costs for installation at Fulham's discretion. (Industry Standard \$10 per ballast).

#### **Warranty Conditions**

Fulham extends this express limited warranty only to the original purchaser or to the first user. This constitutes the complete warranty for the ballast.

Fulham is not responsible for any auxiliary equipment not furnished by Fulham, which is used in connection with or attached to the ballast, or for operation of the ballast with any auxiliary equipment. Damage to all such equipment is expressly excluded form this warranty. In addition, Fulham is not responsible for any damage to the ballast resulting from the use of auxiliary equipment not supplied by Fulham.

### **Warranty Conditions Not Covered**

This warranty is not applicable to any ballast manufactured by Fulham not installed and operated in accordance with:

- \* Underwriters Laboratories Inc. (UL)
- \* National Electrical Code (NEC)
- \* Applicable federal, state, and local codes
- \* Remote applications beyond specifications
- \* WorkHorse Length of the leads
- \* HighHorse 9 feet
- \* Long Horse 20 feet
- \* Fulham specific, most recent instructions and application guidelines provided for installation of the ballast.

Additionally, this warranty is not applicable to Fulham Manufactured ballasts that have been subjected to excessive stress including, but not limited to, operating temperatures exceeding 70° C on any part of the ballast.

#### **Obtaining Warranty Service**

If within five years from the date of manufacture by Fulham it appears that the installed ballast does not meet the warranty conditions specified above, the purchaser must notify Fulham Co., Inc. at 323.779.2980 of its warranty claim. Fulham or its authorized service company will provide warranty service directly to you.

#### **General Provisions**

All responsibilities regarding the ballast are set forth by this warranty. Replacement or repairs of the ballast is your exclusive remedy. This warranty is given in lieu of all other express warranties. Implied warranties, including those without limitation, warranties of merchant ability and fitness for a particular purpose, are limited to the duration for this limited warranty. Fulham shall in no event be liable for damages in excess of the purchase price of the ballast, for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages arising out of the use or inability to use such product, to the full extent such may be claimed by law.

# **State Law Exceptions**

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, therefore the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and purchasers may have other rights that vary from state to state.

Returned Goods Authorizations (RGA) Customers shall contact Fulham directly at 323.779.2980 for all RGA's.

After receiving the RGA, the user shall promptly return the product at the user's expense to Fulham Co., Inc. after receiving instructions at to if, when and where to ship product. Failure to follow this procedure shall void this warranty.

Should the number of pieces received by Fulham differ from the RGA either +/-, the customer will be notified and adjustments will be made at that time.

Fulham Co. Inc. reserves the right to examine all failed ballasts and reserves the right to be the sole judge as to whether any ballasts are defective and covered under this warranty.