

Limited Warranty

- 1.0 **EMERGI-LITE** 6, 12 and 24 volt Emergency Lighting Unit Equipment (excluding lamps and fuses) are fully warranted to be free of defects in material and workmanship under normal use for a period of three years from date of installation (see Paragraph 2.0).
- 1.1 **EMERGI-LITE** 6, 12 and 24 volt Unit Equipment Batteries are warranted as follows (Warrant below includes the 3-year full warranty on entire unit as called out in Paragraph 1.0).
- 1.2 **EMERGI-LITE** volt Emergency Lighting Unit Equipment (excluding lamps, and fuses) is fully warranted to be free of defects in material and workmanship under normal use for a period of one year from date of installation (see Paragraph 2.0).

BATTERY TYPE	LIFE EXPECTANCY	SHELF LIFE*	FULL WARRANTY	PRO RATA WARRANTY
Sealed Lead-Calcium	8 years	6 months	3 years	3 years
Sealed Lead-Calcium Immobilized Electrolyte)	12 years	6 months	5 years	5 years
Sealed Long Life Lead	12 years	6 months	5 years	5 years
Sealed Nickel-Cadmium	15 years	1 year	5 years	7 years
Refillable Lead-Calcium	15 years	6 months	3 years	8 years
Refillable Nickel-Cadmium	15 years	2 years	5 years	7 years

***MAXIMUM STORAGE LIFE. MUST BE RECHARGED IF NOT PLACED IN SERVICE OR BATTERY WARRANTY VOID**

- 2.0 The full warranty period begins on the date of installation or 90 days from date of shipment, whichever date is earlier.
- 2.1 Should a defect appear in the equipment or batteries listed in Paragraphs 1.0, 1.1 or 1.2 above within the specified full warranty period, Emergi-Lite will repair or replace equipment without charge (see Paragraph 3.3). Such repair or replacement shall be the purchaser's exclusive remedy.
- 2.2 The Pro Rata Warranty Period for batteries begins on the date the full warranty period ends.
- 2.3 A battery determined to be defective during the Pro Rata Warranty Period shall be repaired or replaced at a cost equal to the net price in effect at the time, reduced by the percentage obtained in multiplying 10% by the number of full years remaining in the total warranty period. Such repair or replacement at this adjusted price shall be the purchaser's exclusive remedy.
- 3.0 All warranties are subject to proper installation and maintenance in accordance with the instructions supplied.
- 3.1 Any material deemed defective must be returned, freight prepaid, to the factory for evaluation (see Paragraph 5.0-5.3). Any changes in circuitry or components by other than authorized Emergi-lite personnel or its service companies will void the warranty.
- 3.2 All warranties are limited to the repair and/or replacement or parts or equipment, which, upon examination at our plant, are determined to be defective and in our judgement are subject to repair or replacement under warranty. Replacement of lamps and fuses is not included in the warranty.
- 3.3 If new replacement parts are shipped before defective goods are received for evaluation, the replacement parts will be invoiced at the net price in effect at that time. These charges will be credited if, upon receipt and evaluation of goods, a defect is determined. Only replacement parts will be shipped under these circumstances, if field replacement is possible. **EMERGI-LITE FACTORY ONLY RESERVES THE RIGHT TO SHIP NEW UNIT EQUIPMENT FOR REPLACEMENT PURPOSES.** Units returned after installation cannot be restored to 100% saleable condition.
- 4.0 In no event shall Emergi-lite be liable for backcharges of any kind, including, without limitation, labor charges for field repair or late penalties.
- 4.1 This warranty does not cover damages caused by improper maintenance of installation or damage due to installation in areas with other than normal temperatures and environmental conditions per application specifications. Emergi-lite assumes no responsibility for any damage to people, property, apparatus or otherwise resulting from improper installation or maintenance of its Emergency Lighting Unit Equipment.
- 4.2 This warranty does not cover damages caused by abuse, fire or Act of God.
- 4.3 In no event shall Emergi-lite be liable for incidental or consequential damages.
- 4.4 The foregoing warranty is in lieu of all other warranties, expressed or implied, or merchantability, fitness for a particular purpose or any other thing. Except as stated in this warranty, Emergi-lite shall not be liable for any defects in, or breach of any contract relating to, the quality of performance of Emergi-lite Equipment under any theory of law including, without limitation, contract, negligence, strict liability or misrepresentation.
- 4.5 Emergi-lite warranty coverage shall not apply to any equipment of another manufacturer used in conjunction with Emergi-lite Equipment.
- 4.6 Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This written warranty gives you specific legal rights and you may also have other rights which vary from state to state.
- 5.0 No returned defective materials will be accepted without a Returned Goods Authorization issued in writing by an authorized Emergi-lite employee.
- 5.1 Purchaser is responsible for secure packing of returned materials to provide best possible assurance against damage in shipment.
- 5.2 Defective batteries of any kind must not be returned to Emergi-lite's factory without strict adherence to special instructions for handling and shipping. **WARNING** Never ship a refillable wet battery in any type of emergency lighting equipment. Failure to adhere to this policy will void warranty.
- 5.3 Defective goods returned to the factory must be shipped prepaid. **COLLECT RETURNED SHIPMENT WILL BE REFUSED.** Freight charges to return repaired equipment or ship replacement equipment to the purchaser to be paid by Emergi-lite. Factory will return repaired goods via same shipping method as received.

FAILURE TO COMPLY WITH ANY OF THE STIPULATIONS SET FORTH WILL VOID THE WARRANTY.

ANY EXCEPTIONS TO THE FOREGOING WARRANTY MUST BE REQUESTED AND ACCEPTED IN WRITING PRIOR TO SHIPMENT.

EMERGI-LITE EQUIPMENT NOT LISTED IN PARAGRAPHS 1.0, 1.1 OR 1.2 IS WARRANTED AS DESCRIBED

ON ITS INDIVIDUAL DATA SHEET WITH THE STIPULATIONS AS STATED IN PARAGRAPHS 2.0-5.3.