

FLUORESCENT & HID LIMITED WARRANTY

All Mobern products are tested and checked before being packed for shipment and (other than ballasts) are warranted against defects in workmanship and material for three years from date of Mobern shipment, providing equipment is installed and operated under normal conditions and proper ballast ratings. Our liability extends only to the replacement of the defective part or parts. We reserve the right to determine the best method of correcting problems. Mobern will not allow any charge for labor, material or other costs incurred without the prior written approval of Mobern.

Any ballast failing within the guaranteed period, which was operating under proper conditions, should be exchanged for a replacement ballast at the respective ballast manufacturer's service center. Labor charges for the replacement of defective ballasts must be negotiated directly with the ballast manufacturer or their representative. Mobern does not make any warranty as to ballasts and will accept no responsibility or liability whatsoever therefore.

Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, water, etc; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

No agent, employee or representative of Mobern has any authority to bind Mobern to any affirmation, representation, or warranty concerning goods sold by Mobern.

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SELLER'S LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.