

Metrolight Solution 5 Years Limited Warranty

1. Metrolight warrants to the original purchaser that the solution, EcoPOD or EcoBox based and accessories sold by Metrolight shall be free from defects in material and workmanship for 60 months (the warranty period) from date of shipment from Metrolight to the purchaser.
2. The warranty provided hereunder shall not apply unless (1) Metrolight has received, prior to the end of the warranty period written notice regarding a defective solution in accordance with the provisions of this warranty, (2) The purchaser has afforded Metrolight prompt and reasonable opportunity to inspect the solution as to which any such claim is being made, (3) The purchaser has shipped the solution, freight pre-paid, to Metrolight or its authorized repair agent after receiving prior approval from Metrolight to do so, and (4) the solution has been stored, shipped, handled, installed, tested, operated and maintained by the purchaser in accordance with the solution and sub components spec sheet, data sheet and manual.
3. This warranty is not applicable to any piece of equipment 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 Metrolight's instructions and guidelines for the solution and its sub components.
4. This warranty does not include damage to the solution or any parts thereof resulting (i) from a cause other than a defect or malfunction or (ii) from the performance of any repairs, modifications or alterations by any person other than Metrolight, or (iii) from wrong use, misuse, neglect use, power or air conditioning failure or other hazard, or any unreasonable use, or (iv) from acts of God or force majeure (including, without limitations, floods, accidents, fires, lightings or acts of war etc.)
5. The conditions of any tests concerning any solution which is claimed to have not performed to this warranty shall be mutually agreed upon in writing and Metrolight shall be notified of, and may be represented at any such tests.
6. This warranty does not include any damage to any lamps, electrical cables and connectors etc. in which the solution was used or to which the solution was connected. Metrolight shall not be liable for any claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the solution.
7. Should Metrolight determine, in its sole and absolute discretion, that any part of the solution is defective due to faulty materials or workmanship, Metrolight shall at its sole option and at its expense, either repair or replace such part and return the repaired/replaced solution part to the purchaser. Any replaced or repaired solution shall be covered for the remainder of the original warranty period. Removal, installation and reinstallation costs are not covered by this warranty.
8. One Time Transfer – The original purchaser may make a one-time transfer of this warranty to another person or entity (the end purchaser) provided however, that the original purchaser shall serve as the contact person with respect to this warranty and under no circumstances Metrolight shall be obligated to perform its obligations hereunder vis-à-vis the end purchaser. This transfer of the warranty is subject to the following conditions: (i) at the time of the purchase by the end purchaser, the original purchaser has been entitled to the warranty hereunder and; (ii) the end purchaser has purchased the solution directly from the original purchaser and the end purchaser has provided Metrolight with a written evidence of such direct sale.
9. The foregoing warranty is the sole and exclusive warranty regarding the equipment and performance thereof. There are no other warranties (including without limitation warranties for consumables and other supplies), or guarantees, express or implied with respect to the equipment. The implied warranties of merchantability and fitness for a particular purpose, statutory or otherwise, are expressly excluded and hereby waived by the purchaser. In no event shall there be any liability to Metrolight or any other person or entity, whether arising in contract, tort, negligence of any degree, strict liability or otherwise, with respect to the solution or any part thereof delivered hereunder or with respect to any non-conformance or defect in any such equipment or any part thereof delivered hereunder, including but not limited to any liability for any indirect, consequential, incidental or special, punitive or exemplary damages and/or losses (including loss of use, revenue, and/or profits) sustained or incurred regardless whether or not such damages were foreseen or unforeseen. In any event, the maximum extent of liability of Metrolight hereunder for a particular claim shall not, under any circumstances, exceed the purchase price actually received by Metrolight for the specific piece of equipment purchased from Metrolight giving rise to the claim.

10. In order to submit a claim pursuant to this warranty, the original purchaser must contact Metrolight in writing, and detail the following:

Model Number: _____

Manufacturing Date Code/Serial Number: _____

Date of Installation: _____

Description of Malfunction: _____

Installation Site Details and Contact Persons: _____

Environment and Power Conditions at the Site: _____

Upon receipt of the claim, Metrolight will send the original purchaser shipping instructions. Upon receipt of the shipping instructions, the original purchaser must ship the relevant solution, at its expense, to Metrolight. Should Metrolight determine, according to this warranty that the solution should be either repaired or replaced, Metrolight will send at its expense the repaired or replaced solution to the original purchaser.