



Limited Warranty

BC Lighting warrants that LT ballasts manufactured by Company (BC12040, BCUNV40, BC12070, BCUNV70, BC12060, CX1-BC12040, CX2-BC12040, MX2-BC12040, CX1-BCUNV40, CX2-BCUNV40, MX2-BCUNV40, CX1-BC12070, CX2-BC12070, MX2-BC12070, CX1-BCUNV70, CX2-BCUNV70, MX2-BCUNV70) shall be free from defects in material and workmanship for a period on thirty (30) months from date of shipment.

If any ballast fails to meet the above warranty and if purchaser notifies H&M Distributors, Inc. (1.888.203.6360) in writing within (30) days of the discovery of the defect and makes the ballast available the ballast will be processed for warranty. Ballast lead lengths must be a minimum of six (6) inches for testing purposes. H&M Distributors, Inc. shall thereupon correct such defect either (at BC Lighting's option):

(a) replace defective ballast (F.O.B. H&M Distributors, Inc. warehouse or other point of shipment) with freight allowed within the continental United States, Alaska and Hawaii.

(b) repair the defective ballast, and return to customer.

(c) refund the purchase price of the ballast.

Purchaser shall provide written notification of a claimed defect to H & M Distributors, Inc. and shall return the defective ballast to H & M Distributors, Inc. upon written instruction to do so.

The foregoing shall constitute the sole remedy of the purchaser and the sole liability of BC Lighting with regard to warranty and BC Lighting makes no other warranty, statutory or otherwise, and none is implied. IN PARTICULAR, WITHOUT LIMITING THE FOREGOING, NO WARRANTY OF SALABILITY OR FITNESS FOR PARTICULAR PURPOSE IS MADE OR IMPLIED.

BC Lighting's liability on any claim of any kind, including negligence for any damage arising out of, connected with, resulting from this warranty, or from the supply of failure to supply a ballast, or from the design, manufacture, sale, delivery, resale, installation, inspection, repair, operation or use of a ballast furnished by BC Lighting shall in no case exceed the price allocable to the ballast or ballasts which give rise to the claim and shall terminate (30) months after the dated sale to the purchaser.

IN NO EVENT, WETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE, SHALL BC LIGHTING BE LIABLE FOR SPECIAL OR CONSEQUENTIAL LOSS OF USE OF BALLAST OR ANY OTHER GOODS OR EQUIPMENT, COST OR CAPITOL, COST OF SUBSTITUTION EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS OR PURCHASER FROM SUCH DAMAGE.

Warranty applicable in the United States and Canada. Contact BC Lighting for export application.