

## **STANDARD TERMS AND CONDITIONS OF SALE**

### **Limited Warranty**

`Above and beyond' is the set standard for customer service at Baliga Lighting. We consistently position ourselves to be above the industry norm, which is part of our commitment to Customer Satisfaction.

All `Baliga' products are warranted and tested to be free from defects in material and workmanship and to conform to the published specifications. During the warranty period should your `Baliga' product(s) fail under normal use in the recommended environment due to improper workmanship or materials, Baliga Lighting will repair the product or replace it with a comparable one. This warranty is subject to the conditions and limitations set forth herein.

### **Duration of Warranty**

Your Baliga product is covered by this warranty for a period mutually agreed upon on a case to case basis and is applicable from the date of supply. Proof of Purchase that includes the original purchase date is required for warranty service. Baliga reserves the right to determine whether repair or replacement is suitable upon the inspection of the product(s). The decision made by Baliga Lighting whether to repair or replace the product will be final. Additionally, Baliga Lighting reserves the right to provide a functional equivalent or refurbished replacement product.

### **Limitations**

This warranty does not apply to product failure caused by accidents, abuse, mishandling, improper installation, alteration, acts of nature, improper usage, or problems with electrical power. In addition, opening or tampering with the product casing, or any physical damage, abuse or alteration to the product's surface including all warranty or quality stickers, product serial or electronic numbers will also void the product warranty. Baliga Lighting is not responsible for recovering any data lost due to the failure of a hard drive or flash memory device. `Baliga' products must be used with devices that conform to the recommended industry standards. Baliga Lighting will not be liable for damages resulting from a third party device that causes the Baliga product to fail. Baliga Lighting shall in no event be liable for any consequential, indirect or incidental damages, lost profits, lost business investments, lost goodwill or interference with business relationships as a result of lost data. Baliga Lighting is also not responsible for damage or failure of any third party equipment even if Baliga Lighting has been advised of the possibility. This limitation does not apply to the extent that it is illegal or unforeseeable under applicable law.

### **Disclaimer**

The foregoing Limited period Warranty is exclusive. There are no other warranties, including any implied warranty of merchantability or fitness for a particular purpose. This warranty is not affected in any part by Baliga Lighting providing technical support or advice.