## **OSRAM SYLVANIA Products Inc.**

## High Intensity Discharge Lamp LIMITED PRODUCT WARRANTY

OSRAM SYLVANIA (OSI) warrants that all Mercury Vapor, METALARC® Metal Halide, and LUMALUX® High Pressure Sodium lamps purchased will be free from defects in material and workmanship with proof of purchase from an authorized OSRAM SYLVANIA distributor or original equipment manufacturer for installations of more than fifty (50) OSRAM SYLVANIA lamps as outlined below.

OSRAM SYLVANIA's obligation under this warranty is expressly limited to lamps that fail to operate. Lamps delivered under this warranty will comply with OSRAM SYLVANIA published specifications and will be free from defects in material and workmanship upon delivery. OSRAM SYLVANIA warrants lamps per the relevant published survival curve for the average rated lamp life. Total hours of operation will be calculated from date of installation or, if unknown, from date of manufacture plus three (3) months (90 days).

OSRAM SYLVANIA's obligation under this warranty is expressly limited to a one (1) for one (1) replacement of defective lamps that fail in excess of the published survival curve, provided the defects involved have not been caused by abuse, misuse, neglect, improper installation or operation, alteration, accident or act of God. OSRAM SYLVANIA's obligation under this warranty is further conditioned on the following:

- 1 Lamps must be operated on a 10 hour cycle minimum in the operating position identified in the Product Information and Specification Guide HID017.
- 2 Lamp must be operated on current ANSI compliant magnetic ballast or OSI approved electronic ballat. Please visit mysylvania.com or below link to download the latest OSI's approved e-HID ballast list. (<u>http://assets.sylvania.com/assets/documents/Competitor%20Electronic%20Ball</u> <u>ast%20Approval%20Matrix.24229c63-6ec9-4857-a5b6-5b081a08ab71.pdf</u>)
- 3 OSRAM SYLVANIA reserves the right to examine all failed lamps to verify cause of failure and shall be the sole judge as to whether the lamps are in fact defective.

## RETURN OF DEFECTIVE PRODUCT

After contacting OSRAM SYLVANIA and receiving a RETURN MATERIAL AUTHORIZATION NUMBER, the user shall promptly return the product at the user's expense to OSRAM SYLVANIA after receiving instructions as to where to ship product. Failure to follow this procedure shall void this warranty.

**OSRAM SYLVANIA** MAKES NO OTHER WARRANTIES OTHER THAN THOSE SET FORTH HEREIN, AND THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

The alternative remedies granted herein, shall be to the end user of the lamps and anyone claiming under or through the end user exclusive remedies. OSRAM SYLVANIA will not be liable in any case for labor expenses incurred in the replacement of lamps replaced under the above warranty or for any loss of use, overuse, profit, expense, or any direct or indirect or consequential damages arising out of, in connection with, or resulting from, the sale of lamps or any defects therein even if OSRAM SYLVANIA has been advised of the possibility of such potential damages.

1/26/2011