



3704 Hilltop Drive, Suite 200  
Conroe, Texas 77303  
936.494.3900

### LIMITED WARRANTY

Divine Lighting, Fabrication & Powdercoating, LLC, (further known as "Divine"), warrants its products as follows:

**LED Fixtures:** Divine warrants that for a period of two (2) years from the date of shipment(s) that all LED fixtures, further known as "products", shall be free from defects. If the BUYER reports such defect to DIVINE within the warranty period, DIVINE will, at its discretion, repair or replace the defective products F.O.B. Factory. Freight prepaid by the BUYER. Warranty is for parts only.

**Fluorescent and HID:** A period of one (1) year from the date of shipment(s) that all fluorescent and HID fixtures, further known as "products", shall be free from defects in materials and workmanship. If the BUYER reports such defect to DIVINE within the warranty period, DIVINE will, at its discretion, repair or replace the defective products F.O.B. factory. Freight prepaid by the BUYER. Warranty is for parts only.

Field labor is not included in the warranty. Warranty on lamps are 30 days from date of purchase.

The foregoing warranty shall not extend to products that have been (a.) altered, modified, or repaired in any way except by DIVINE or DIVINE's authorized agent. (b.) subjected to unusual physical or electrical stress, abuse, misuse, negligence or accident, (c.) improperly installed, or (d.) installed in a service and/or application other than one for which the product was designed and sold. It is the sole responsibility of the BUYER to determine if the intended service and/or application for the Product has been approved by DIVINE. The foregoing is the sole and exclusive remedy against Divine for breach of warranty, and any third-party purchaser or user of the products shall be bound by all obligations, limitations and restrictions placed upon the BUYER herein.

**DISCLAIMER:** EXCEPT FOR THE WARRANTIES STATED ABOVE, DIVINE MAKES NO WARRANTIES, WHETHER EXPRESSED. IMPLIED. OR STATUTORY, AS TO ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THE THIRD-PARTY RIGHTS ARE HEREBY DISCLAIMED.

**LIMITATION OF LIABILITY.** Other than the obligation to repair or replace as provided above, Divine shall have no liability for any losses, expenses or damages resulting from installation, use, inability to use, or removal or replacement of any product. Divine will not under any circumstance whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down time cost or claims of claimant's customers. Divine's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any product, any aspect of this warranty or for any products or services furnished shall not exceed the price of the fixture.

All components and fixtures covered by this warranty as provided above, will be repaired or replaced at no charge to the customer, however, the customer is responsible to hire and pay for an electrician to remove and reinstall such components and fixtures. No labor costs will be covered for the removal or re-installation of any components or fixtures. The warranty does not cover modifications, repairs or replacements, or the related labor or materials costs that may be necessary to facilities or third-party products in connection with the removal, repair, or replacement of any product under this warranty.