

TSC 5-Year Limited System Warranty

TSC supplies complete systems. A complete system is defined as a system which includes, at a minimum, a controller and a set of fixtures. When part of a complete, properly registered system, TSC warrants all system components purchased through TSC (excluding non-LED lamps, batteries, solar panels, unqualified devices specified in the sales order, and fixtures opened in the field) to be free of material defects for a period of five years from date of shipment.

For the five year warranty to be in effect the system must be registered within one year from the date of shipment. Otherwise the standard one year limited warranty will be in effect. For all goods manufactured by TSC not purchased as part of a complete system, or excluded by the system warranty, TSC warrants them to be free of material defects for a period of one year from date of shipment. For goods found to be materially defective within a warranty period, TSC agrees to repair or replace the defective goods without charge to Buyer. Buyer's remedy with respect to such goods is limited to repair or replacement.

The limited warranty does not cover reinstallation costs, on-site installation assistance, or on-site maintenance/trouble shooting assistance. For goods manufactured by other manufactures and purchased through TSC which are not part of a system, or are excluded from the system warranty, Buyer agrees to accept as its sole remedy the warranty, if any, offered by the manufacturer or manufacturers of such goods. TSC makes no warranties, express or implied, other than those stated in this paragraph. Damage caused by acts of nature, vandalism, improper installation or improper maintenance are not covered under the TSC warranty.

As to all goods sold by TSC to Buyer, TSC hereby disclaims any implied warranty of merchantability or implied warranty of fitness for a particular purpose and Buyer agrees that TSC shall not be liable for any special, indirect, incidental, consequential or liquidated damages of any kind, whether the Buyer's claim is based upon contract, tort or any other legal theory.