

May 3, 2007

LIMITED WARRANTY – SAMPLE ONLY

Job Reference: Project Name (Quote #)
 Account Name, Location

WARRANTY AND REMEDIES FOR DEFECTS:

A. If any of the aluminum materials (the “Products”) furnished by Tubelite Inc. (“Tubelite”) that have been properly installed and not subject to abuse or misuse prove to be defective (as defined below) within 2 (two) years from the date of shipment, then Tubelite will, at its option, repair or replace the defect, or pay the reasonable cost of repair or replacement for the defect, provided that notice of the defect is given to Tubelite within 30 days after discovery of such defect by Purchaser. This warranty does not apply to defective painted finishes or defects caused by painted finishes. Repair or replacement does not include any costs of removal or reinstallation of the defective Product or part thereof. A product shall be considered “defective” or having a “defect” if it is found by Tubelite to have been defective in materials or workmanship (except for painted finishes, for which Tubelite does not provide a warranty) and if the defect materially impairs the value of the Product to Purchaser, except that if Purchaser shall have approved a sample or drawings of, or specifications for, the Product, then the Product shall not be defective to the extent it conforms to the sample, drawings or specifications. This warranty is only valid if the Products are installed properly and in accordance with instructions and if the Products are not subject to abuse or misuse. Tubelite shall have the option of requiring the return of the defective Product or part thereof, transportation prepaid, and proof that the Product has been properly installed, maintained and operated to establish the claim. In the event of a defect in any Product constituting a breach of the warranty provided herein, Tubelite shall furnish instructions for the disposition of the defective Product or part thereof.

B. Notice of a breach of Tubelite’s warranty must be made in writing addressed to Tubelite, setting forth sufficient detail to permit identification by Tubelite of the claimed defect. Such notice must be given within 30 days after discovery of the defect by Purchaser, but in no case more than 2 (two) years and 30 days after the date of shipment of the Products to Purchaser. If notice is not given within such period, any claim for breach of warranty shall be conclusively deemed to have been waived by Purchaser and Tubelite shall not be liable to Purchaser with respect to the alleged defect. The acceptance of any Products returned to Tubelite shall not be deemed an admission that the Products are defective or in breach of any warranty, and if Tubelite determines that the Products are not defective they may be returned to Purchaser at Purchaser’s expense. Tubelite shall not accept back charges for labor or repair costs incurred by Purchaser without the prior written consent of Tubelite.

C. Tubelite's liability for any defective condition in the Products constituting a breach of the warranty provided herein or for any other breach of these terms and conditions shall not exceed the net purchase price of the Products. TUBELITE SHALL HAVE NO LIABILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY DUE TO ANY DEFECT IN ANY PRODUCT OR ANY OTHER BREACH OF THESE TERMS AND CONDITIONS BY TUBELITE. TUBELITE SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY IN TORT FOR ANY NEGLIGENT DESIGN OR MANUFACTURE OF ANY PRODUCT, OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO. The remedies provided herein shall be Purchaser's sole and exclusive remedy. If Tubelite is unable to repair or replace the defective Products, Tubelite shall issue a credit to Purchaser for all or part of the purchase price, as Tubelite shall determine.

PERIOD OF LIMITATIONS. No claim, suit or other proceeding may be brought by Purchaser for any breach of warranty by Tubelite after 2 (two) years from the date of shipment of the Products or for any other breach of these terms and conditions by Tubelite or relating to the Products after 1 year from the date on which the claim accrues. In the interpretation of this limitation on action for a breach by Tubelite, it is agreed that there are no warranties of future performance of the Products, except as expressly granted by Tubelite in writing, that would extend the period of limitation herein contained for bringing an action.

DISCLAIMER: LIMITATION OF LIABILITY. THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TUBELITE MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No person other than an authorized officer of Tubelite may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to any Product, and any statements to the contrary are hereby rendered null and void. On any resale of the Products, Purchaser shall contractually limit the subsequent buyer's rights and remedies to the same extent as Purchaser's are limited under these terms and conditions.

FOR TUBELITE INC.