

# ThinkLite Air®

## 5 YEAR LIMITED WARRANTY

ThinkLite Air® warrants that our air monitors, fixtures, ICON air purifiers and lamps will be free from manufacturing defects in materials and workmanship, under normal and proper storage, installation, use and maintenance for a period of five (5) years from the date of purchase. The Flair air quality monitor capsule sensors and the filters used in the light fixtures and ICON air purifiers are warranted for one (1) year, unless otherwise specified in the scope of the project.

Air monitors, sensor capsules, fixtures, ICON air purifiers, and lamps demonstrated to be defective within the warranty period will be repaired or replaced at ThinkLite Air® discretion, at no cost provided the products are installed and operated in accordance with manufacturer's recommendations, and provided that ThinkLite Air®, through inspection, establishes the existence of such a defect and verifies that it is covered by the Limited Warranty. If determined otherwise, repair or replacement expense estimates will be provided to Purchaser before any remedies are performed.

ThinkLite Air® reserves the right to examine all failed products and reserves the right to be the sole judge as to whether any items or its components reported defective are covered under this warranty.

This warranty is valid upon ThinkLite Air® receiving the WARRANTY REGISTRATION FORM that must be completed and submitted by the end-user within 90 days from the date of purchase. Product Warranty is valid only once invoice is paid in full and according to terms.

ThinkLite Air® will not be liable for:

- Problems resulting from external causes such as accident, abuse, misuse, mishandling, negligence, fire, water damage, theft, vandalism, riot, explosion, natural disaster, or other external causes unrelated to product performance;
- Products for which ThinkLite Air® or its subsidiaries or channel partners has not yet received full payment;
- Conditions demonstrating misuse, faulty installation, misapplication, extreme environmental conditions beyond those defined in the product specification, extreme under/over voltage situations, lack of compliance with applicable instructions, improper or inadequate maintenance, negligence, accident, or tampering;
- Products that are not installed or operated in compliance with the manufacturer's printed instructions and applicable building, mechanical, plumbing and electrical codes;
- Products not manufactured by ThinkLite®, such as third-party controls
- Unauthorized modifications that are made to any product;
- Costs for shipping;
- Labor Costs for troubleshooting, removal, installation, and service beyond the first year
- Products where any original identification markings (trademark, serial number) have been defaced, altered, or removed.

**NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.** The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. This warranty sets forth ThinkLite® responsibilities regarding ThinkLite® fixtures, ballasts, and lamps and claimant's exclusive remedy.

**LIMITATION OF LIABILITY.** ThinkLite Air® will not under any circumstances 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 use or productivity of ThinkLite Air® products or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers arising out of this warranty which are alleged to have been caused by ThinkLite Air® products. ThinkLite Air® liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the product or services furnished hereunder shall not exceed the price of the specific ThinkLite® product which gives rise to the claim.

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**NOTE:** For more information or to initiate a warranty claim, please call Customer Service at 1-617-500-6689 or email: [warranty@thinklite.com](mailto:warranty@thinklite.com)