

## LIMITED WARRANTY OF VARI-LITE PRODUCTS

Vari-Lite (a Signify Holding company), warrants to the original, registered owner that this fully assembled product is free of defects in materials and workmanship for a period of two years from the later of the date of manufacture or purchase order if the registered owner presents, at time of warranty request, proof of purchase. The warranty period for replacement assemblies or components is only thirty days from the date the item shipped (unless the item is a replacement item provided pursuant to this warranty, in which case the warranty period is the later of thirty days from the date shipped or the unexpired portion of the underlying fully-assembled-product warranty period). Our only obligation and the owner's sole and exclusive remedy under this warranty is for repair at our facility or, at our option, replacement of defective items, without charge for factory applied labor or materials. We reserve the right to replace defective components or assemblies with factory refurbished equivalents. If we furnish replacement parts under warranty, the defective item(s) become our property. All glass, including but not limited to, dichroic filters, gobos, lenses, etc., are not warranted against breakage or scratches to coating. LAMPS AND LAMP HOLDERS ARE NOT COVERED BY THIS WARRANTY AND ARE SOLD BY US "AS IS."

This warranty does not apply to defects or problems resulting from improper or inadequate maintenance, unauthorized modification, misapplication, misuse (including use in a manner inconsistent with its intended function), operation outside of the product's environmental specifications, abuse, abnormal strain, improper site preparation, improper installation or use of this product with other products not manufactured by us.

You are responsible for the cost of removing and crating any allegedly defective product and for all freight, i.e., freight for both returning the product to (prepaid, FOB an Authorized Vari-Lite Service Center) and receiving return shipment of the repaired or replacement product from - an Authorized Vari-Lite Service Center for warranty service. Before returning any product for warranty service, you must obtain, in writing, a Return Goods Authorization (RGA) to qualify for warranty service.

WE ARE NOT LIABLE WHETHER IN CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO FACILITIES OR ASSOCIATED EQUIPMENT, LOSS OF INFORMATION, LOSS OF SALABLE PRODUCTS, DOWN TIME, LABOR AT SITE, OR BUSINESS INTERRUPTION COSTS OR OTHER ECONOMIC LOSS, OR ANY CLAIMS BY YOUR CUSTOMERS OR OTHERS FOR ANY SUCH LOSSES OR CLAIMS. OUR LIABILITY AND THE OWNER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY VARI-LITE PRODUCTS SOLD BY US YOU, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE AS SET FORTH ABOVE AND IN ANY EVENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU FOR SUCH PRODUCT. EXCEPT AS PROVIDED HEREIN, ANY VARI-LITE PRODUCT IS PROVIDED ON AN "AS IS" BASIS. WE MAKE NO OTHER WARRANTIES EXPRESSED OR IMPLIED AND WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any warranty or similar rights provided by any local law shall be waived to the extent such rights contradict this warranty or to the extent such rights are greater than those provided herein. If any such rights cannot be waived, then they will be applicable to the narrowest extent possible, but not in excess of the rights granted herein, and, in any event, any damages, whether direct, indirect, special, incidental or consequential shall be waived to the extent such damages exceed U.S. \$100.00, regardless of where this product is located.

This warranty is governed by the laws of the State of Texas and any dispute under this warranty must be adjudicated in a forum located in Dallas, Texas. The Convention on the International Sales of Goods shall not apply to any sale of Vari-Lite Products.

No agent, employee or representative of Vari-Lite (a Signify Holding company) has any authority to bind Vari-Lite to any affirmation, representation or warranty concerning Products sold by Vari-Lite except to the extent such affirmation, representation or warranty is specially set forth above, or is otherwise expressly contained in writing in a document specific to the owner's individual transaction, states that it is waiving the above warranty and remedies, and is personally signed by an authorized Officer of Vari-Lite.

For complete terms, conditions, and additional information related to Vari-Lite warranty, please contact Vari-Lite Customer Service at 10911 Petal Street, Dallas, Texas 75238, 1-877-VARI-LITE (1-877-827-4548) or 1-214-647-7880.