



## **Limited Warranty for Occupancy/Daylight Sensors and Accessories**

**LIMITED WARRANTY:** Hubbell Incorporated (Delaware) Bryant Electric Division [hereinafter, "Hubbell"] warrants that the occupancy and daylight sensor products sold by Hubbell ["Products"] will be free of defects in workmanship or material for a period of up to sixty (60) months from the date of sale to the first non-retail purchaser [hereinafter, "Purchaser"] when stored, installed, operated or maintained in accordance with the Hubbell product specifications, standard industry practice, including compliance with the applicable National Electric Code and Safety Standards of Underwriters Laboratories, and when used under proper and normal use and specified ambient temperature. In no event shall Hubbell be responsible or liable for modifications, alterations, misapplication or repairs made to its Products by Purchaser or others, or for damage caused thereto by negligence, accident or improper use by Purchaser or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal or reinstallation of the Products. This warranty shall run only to the first Purchaser of a Product from Hubbell, from Hubbell's Purchaser, or from an original equipment manufacturer reselling Hubbell's Product, and is non-assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first Purchaser.

**DISCLAIMER OF WARRANTY:** THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

**EXCLUSIVE REMEDY:** Upon prompt written notice by the Purchaser that a Product is defective or non-conforming, Hubbell's liability shall be limited to repairing or replacing the Product at Hubbell's option. To obtain warranty performance, Hubbell must be properly notified of said defect and the authorization process must be followed completely as outlined in the Return Policy/RMA Procedures, a copy is available upon request. Defective Product must be shipped to Hubbell postage prepaid within the sixty (60) month warranty period. If you have any questions, please contact Customer Service at by calling (800) 323-2792 or via facsimile at (800) 543-0538.

**LIMITATION OF LIABILITY:** IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL HUBBELL BE LIABLE TO PURCHASER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS, OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST PURCHASER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF, HUBBELL'S PRODUCTS. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity.