

LIGHTING ETC., INC.

STATEMENT OF LIMITED WARRANTY

NON-LED PRODUCTS

Subject to the exclusions set forth below, Lighting Etc., Inc. (LEI) warrants its non-LED lighting fixtures (“Product(s)”) to be free from defect in material and workmanship for a period of one (1) year from the date of shipment, unless other warranties apply as outlined below. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against abrasion, fading or chalking, as fixture(s) may naturally fade or chalk over time due to normal aging.

WARRANTY EXCLUSIONS:

- Installation of any LEI 480 volt fixtures on an ungrounded 480 volt system will void fixture warranty.
- Any and all polycarbonate or acrylic tubes or lens supplied with any non-LED light fixtures are considered replaceable components which can be maintained and are **excluded** from the General Warranty.
- Ballasts, lamps and emergency battery packs are **excluded** from the General Warranty. Manufacturers of ballasts, lamps and emergency battery packs incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer’s warranty, may be obtained from LEI customer service representative.

This Statement of Limited Warranty (“Warranty”) applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. LEI will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by LEI; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of LEI; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond LEI’s reasonable control. LEI also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused abrasion or failure to clean, inspect or maintain the finish of the Product(s). Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to LEI upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against costs resulting from installation of third party supplied components, failures of third party supplied components, or failures of LEI supplied Product(s) caused by a third party supplied component.

If the Product(s) fail to comply with the terms of this Warranty, LEI, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized LEI customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by LEI, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return goods authorization" which can be obtained only from an LEI customer service representative. LEI is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to LEI, but LEI shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND LEI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ,WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF LEI PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM LEI.

The total liability of LEI on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, LEI's performance or breach of this Warranty, or from LEI's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL LEI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

LEI reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.