

LIGHTING ETC., INC.

STATEMENT OF LIMITED WARRANTY

PIPE LITE Series

Products Covered Under This Warranty: This Limited Warranty of Lighting Etc., Inc. (LEI), applies strictly to the PIPE LITE LED series manufactured by LEI. The term "PIPE LITE LED series" means a PIPE LITE LED fixture that incorporates LED boards or arrays and LED drivers. This Limited Warranty applies only to the PIPE LITE LED series and does not apply to any other equipment or device onto which a PIPE LITE LED series is installed. All PIPE LITE LED Products are manufactured from new components. LEI's PIPE LITE LED Limited Warranty applies to all PIPE LITE LED Products as set forth below:

Duration of Warranty:

PIPE LITE LED boards or arrays and LED drivers utilized in PIPE LITE LED Products are warranted for a period of five (5) years from the manufacture date as indicated on the Product Label notwithstanding the exclusions set forth below.

LEI "PIPE-LITE" Fixture Enclosure is warranted for a period of three (3) years from the manufacture date as indicated on the Product Label notwithstanding the exclusions set forth below.

Conditions of Warranty: LEI warrants that the PIPE LITE LED Product(s) is free from defect in material and workmanship under normal use when properly installed and maintained during the warranty period. "Defect" means a Defect in the LED boards or arrays in a Product(s) if either (a) there has been a measureable diminution in the lumen output for greater than 30% during the Warranty Period; or (b) more than 15% of the LED diodes fail to illuminate. LED drivers are subject to the manufacturer's specific Limited Warranty's exclusions and limitations. Any Product with a painted finish will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking or peeling. This paint finish is not warranted against abrasion, fading or chalking. The Statement of Limited Warranty (Warranty) applies only when the Product(s) are installed in applications that are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver label.

LEI will not be responsible under this warranty for any failure of the Product(s) that results from external causes such as: act 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 Products(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, process or materials supplied by any end user or third party; or any other occurrences beyond LEI's reasonable control. The Product(s) are not warranted against costs that may be incurred in connection with charges or modifications to the Products(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Products(s) are not warranted against cost resulting from installation of third party components, failure of third party supplied components, or failure of LEI Products(s) caused by a third party supplied component.

EXCLUSIVE REMEDY: 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. THIS LIMITATION APPLIES WHETHER DAMAGES ARE SOUGHT OR CLAIMS MADE UNDER A CONTRACT CLAIM, TORT CLAIM INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY, OR ANY OTHER CLAIM ARISING FROM A DEFECTIVE PRODUCT. LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS HEREBY EXPRESSLY EXCLUDED. LEI IS NOT LIABLE FOR ANY CLAIM BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. LEI IS NOT LIABLE FOR ANY OTHER LOSS OR EXPENSE WHATSOEVER RESULTING FROM A DEFECTIVE PRODUCT.

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. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF LEI PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM LEI.

PROCEDURE FOR CLAIMS: Any person or entity desiring to make a claim under this Limited Warranty (the "Claimant") shall notify LEI within thirty (30) days of discovery of defect in writing, addressed to: LEI, Warranty Claims PO Box 3403 Pearland, TX 77588. Should LEI desire to examine the Product(s) prior to disposition of any claim, LEI will specify a destination to which the claimed defective Product(s) is to be shipped, freight prepaid. Notwithstanding, the Claimant shall not dispose of a claimed defective Product(s) until the claim has been resolved. Upon receipt of the claimed defective Product(s), LEI will undertake such examinations of the Product(s) as it deems necessary or desirable. If LEI concurs that the Product(s) incurred a Defect within the Warranty Period, LEI will repair or replace the Product(s) and return it, freight prepaid. LEI may request from the Claimant, certain installation, maintenance and repair records related to the claimed defective Product(s). If such records do not show that appropriate installation, maintenance or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the Claimant. If the Product(s) reviewed by LEI does not meet the requirements of the Limited Warranty, LEI shall notify the Claimant and the Claimant shall notify LEI promptly that either (a) LEI is to repair the Product(s) at the Claimant's sole cost, with the return to the Claimant being freight collect; or (b) that LEI is to dispose of the Product(s) at the Claimant's sole cost.

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