

# LIMITED WARRANTY

**Limited Warranty ("Warranty"):** ("Seller") warrants to Buyer ("Buyer" shall mean the individual or entity identified on Buyer's purchase order, or if different, on Seller's quote) that all Seller manufactured products ("Products") will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) (the "Specifications") and will be free from defects in material and workmanship for the following warranty period, which shall begin on the date of shipment by Seller (the "Warranty Period"): (i) Non-LED Products – one (1) year; (ii) LED Products – five (5) years. Seller warrants that any standard finish on a Product will be free from cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. Extended warranties for Seller fan motors may apply; please refer to Seller Product manuals for more information. For LED Products, the LED arrays in the Products will be considered defective in material or workmanship only if a total of 15% or more of the individual LEDs in the Products fail to illuminate. This Warranty only extends to the Products as delivered to, and is for the sole and exclusive benefit of, the end user of the Products at the original location.

**Exclusions:** This Warranty applies only when the Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications, including, without limitations, installation in applications in which the ambient temperatures are within the range of specified operating temperatures and operation within the electrical values shown on the Specifications. Seller shall have no responsibility under this Warranty for any failure of the Products that results from external causes including without limitation: acts of nature, fire, or vandalism; physical damage; exposure to adverse hazardous chemicals or use of reactive cleaning agents and/or harsh chemicals to clean the Products; environmental conditions unsuited to the Products intended use; power failure, improper power supply, power surges or dips, and/or excessive switching; fatigue failure or similar phenomena resulting from induced vibrations, harmonic oscillation or resonance associated with movement of air currents around the Product; animal or insect activity; use of products, processes or materials supplied by the purchaser of Products, any end user or third parties, or any other occurrences beyond Seller's reasonable control. In addition, Seller shall have no responsibility under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the Products. During the Warranty Period some staining, chalking or fading may occur, this is normal aging of the finish and is not a manufacturing defect, therefore it is not covered by this Warranty (with the exception. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. If the Products are used on existing foundations, anchorages or structures, the purchaser of the Products and/or any end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Customer dissatisfaction with any aspect of normal operation of the product is not covered by this Warranty.

Adequate records (as determined by Seller in its sole discretion) of operating history, maintenance, and/or testing must be kept by the end user and provided to Seller upon request to substantiate that the Products have failed to comply with the terms of this Warranty. The Products are not warranted against costs that may be incurred in connection with changes or modifications to the Products required to accommodate site conditions and/or faulty building construction or design. In addition, the Products are not warranted against cost resulting from installation of third-party components, failures of third party supplied components, or failures of Seller-supplied Products caused by third party supplied components. This Warranty is not applicable to any product(s) which are not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), or the standards for the American National Standards Institute (ANSI), and with Seller instructions and guidelines for the Product. THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT WAS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY SELLER IN WRITING.

This Warranty excludes any and all removal or reinstallation costs and expenses including, without limitation, labor and equipment required to remove and/or reinstall original or replacement Product(s) or parts, shipping costs to return nonconforming Product(s) or any damage that may occur during the return of any Product(s) to Seller. Seller will have no obligation to make repairs, replacements or corrections which are defective as a result of: (i) normal wear and tear, (ii) Buyer's misuse, fault or negligence, (iii) use of the Product(s) in a manner for which they were not designed, or (iv) improper storage, maintenance, wiring, operation, installation and handling of the Product(s) in accordance with the applicable specifications, including, without limitation, installation in applications in which ambient temperatures are within the range of specified operating temperatures and operation within the electrical values shown on the specifications. Except as otherwise set forth herein, Seller does not warrant third party components or devices that are not manufactured by Seller, which are covered by the applicable third-party manufacturer warranty (if any). Such third-party manufacturer shall be

solely responsible for the costs related to any claims associated with any such devices. Warping of wooden or plastic blades is not covered by this Warranty. Metal finishes on outdoor Products are not covered by this Warranty.

**Remedy:** During the Warranty Period, Seller agrees to repair or replace Products in order to ensure that the Products perform in accordance with the applicable specifications, provided that Buyer shall (a) notify Seller in writing within thirty (30) days of discovery of the defect or failure, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with a return materials authorization ("**RMA**") form. No Products or component parts will be accepted for inspection, verification or return unless accompanied by a completed RMA form which can be obtained only from an authorized Seller customer service representative. Seller will repair the Product, replace with a similar or like Product (as determined by Seller in its sole discretion), or issue a credit to the purchaser which may be used for future Seller product purchases. (The amount of such credit shall be calculated by Seller at its sole discretion). Seller reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this Warranty. Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions herein. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event will Seller's aggregate liability under warranty exceed the price paid by Buyer for the defective Product. At its discretion and to the extent Seller is permitted, Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the third-party supplier. The Warranty Period for replacement Products shall be the remainder of the original Warranty Period. Seller 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 Products purchased after such modification or discontinuance.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES RESULTING FROM LOSS OF USE, LOST REVENUES OR PROFITS, BUSINESS OR GOODWILL EVEN IF SELLER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCTS, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. ANY ACTION FOR BREACH OF CONTRACT OR TORT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.