

- 1.0 Reference product catalog page.
- 2.0 The warranty period begins from the date of shipment.
- 2.1 Should a defect appear in the equipment or batteries within the unit or extended warranty period, Lightolier will, at its option, repair or replace equipment without charge. Such repair or replacement shall be the purchaser's exclusive remedy.
- 2.2 The Pro Rata Warranty period begins on the date the full battery warranty period ends. A battery determined to be defective during the Pro Rata Warranty period shall be repaired or replaced at a cost calculated as follows:

For the battery Pro Rata warranty period stated on the product catalog page, there will be an adjustment charge made using Lightolier list price in effect at the time of the adjustment. The adjustment charge will be the LIST PRICE reduced by the amount obtained by multiplying the list price by the annual adjustment charge of 5% times the number of years remaining in the total battery warranty at the time of battery failure.

EXAMPLE: List price = \$100
Years remaining = 3
Annual adjustment charge = 5%
 $\$100 - (\$100 \times .05 \times 3) = \85
(replacement battery price)

Any fraction of a year will be considered a whole year remaining. Any replacement battery provided at no cost or for an adjustment charge, shall be warranted according to the same terms as the battery replaced. The warranty for the replacement battery shall begin on the date of replacement.

In order to exercise either the full or Pro Rata portion of any battery warranty, the battery must have been properly installed and energized within 6 months of the date appearing on the battery case.

- 3.0 The warranties are subject to proper installation and maintenance in accordance with the instruction supplied.
- 3.1 Any material deemed defective must be returned, freight prepaid, to the factory for evaluation (see paragraph 5.0). Any changes in circuitry or components by other than authorized Lightolier personnel or its service companies will void the warranty.
- 3.2 All warranties are limited to the repair and/or replacement of parts or equipment, which, upon examination at the factory, are determined to be defective and in our judgment are subject to repair or replacement under warranty. Replacement of lamps and fuses is not included in the warranty.
- 3.3 If new replacement parts are shipped before defective goods are received for evaluation, the replacement parts will be invoiced at the net price in effect at that time and will be shipped freight-charged. These charges (excluding freight) will be credited if, upon receipt and evaluation of goods, a defect is determined. Only replacement parts will be shipped under these circumstances, if field replacement is possible. At no time will new unit equipment be shipped for replacement purposes.

4.0 IN NO EVENT SHALL LIGHTOLIER BE LIABLE FOR BACKCHARGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LABOR CHARGES FOR FIELD REPAIR OR LATE PENALTIES.

4.1 This warranty does not cover damages caused by improper maintenance or installation or damage due to installation in areas with other than normal temperatures and environmental conditions per application specifications. Lightolier assumes no responsibility for any damage to people, property, apparatus or otherwise resulting from improper installation or maintenance of its emergency lighting units. Warranty is void where ambient temperatures exceed 90°F for lead calcium units and 104°F for nickel cadmium units.

4.2 This warranty does not cover damages caused by abuse, fire or acts of God, such as lightning, explosions, water leaks or acts of war.

4.3 In no event shall Lightolier be liable for incidental or consequential damages.

4.4 The foregoing warranty is in lieu of all other warranties expressed or implied, or merchantability, fitness for a particular purpose or any other thing. Except as stated in this warranty, Lightolier shall not be liable for any defects in, or breach of any contract relating to, the quality or performance of Lightolier's equipment under any theory of law including, without limitation, contract, negligence, strict liability or misrepresentation.

4.5 Lightolier's warranty coverage shall not apply to any equipment of another manufacturer used in conjunction with Lightolier equipment.

4.6 Some states do not allow limitation on how long an implied warranty lasts, so the above limitation of incidental or consequential damages may not apply to you. This written warranty gives you specific legal rights and you may also have other rights which vary from state to state.

5.0 No returned defective materials will be accepted without a returned material authorization issued in writing by an authorized Lightolier employee.

5.1 Batteries of any kind must not be returned to the factory without strict adherence to special instructions for handling and shipping. Never ship a refillable wet battery in any type of emergency lighting unit. Failure to adhere to this policy will void warranty.

5.2 Defective goods returned to the factory must be shipped prepaid Collect return shipments will be refused. Freight charges to return repaired equipment to the purchaser are to be paid by Lightolier. Factory will return repaired goods via same shipping method received.

Failure to comply with any of the stipulations set forth will void the warranty. Any exceptions to the foregoing warranty must be requested and accepted in writing prior to shipment.