

1.0 Standard Warranty

Lightolier's L1PH/L3PH Series Uninterruptible Emergency Lighting Systems are covered under warranty, against failure due to faulty materials or workmanship for a period of twelve (12) months from date of shipment. Lightolier will provide parts and on-site labor for the first 90 days following shipment of product, and parts only for an additional 270 days.

Extended Warranty

When factory start-up services are purchased and performed by a Lightolier authorized service agent, and completed within 120 days of shipment, Lightolier will warrant each piece of equipment, covered under this warranty, against failure due to faulty materials or workmanship for a period of twenty-four (24) months. Lightolier will provide parts and on-site labor for the first twelve (12) months following start-up of the product, and parts only for the remaining twelve (12) months.

Warranty only applies to the equipment installed within the 48 continental United States. All warranty work done under this warranty shall be done during normal working hours of 8:00 a.m. - 5:00 p.m. (Monday - Friday). Any modifications made to the equipment by unauthorized personnel will nullify the warranty in its entirety. Products repaired or replaced pursuant to this warranty shall be warranted for the unexpired portion of the warranty applying to the original products.

*Consult factory for information concerning factory start-up, extended warranty, preventative maintenance contract, and in-house or on-site training to facility personnel (at purchaser's cost) to qualify for 24 month warranty and become authorized to perform start-up and maintenance on future projects.

1.1 Lightolier's Warranty is limited to repair and/or replacement of parts or equipment, which upon examination by Lightolier and in Lightolier's judgment, are determined to be defective and are subject to repair and replacement. SUCH REPAIR OR REPLACEMENT SHALL BE THE BUYER'S EXCLUSIVE REMEDY. No return material will be accepted by Lightolier without written factory authorization. Return shipments must be made to the manufacturing plant with transportation charges prepaid. All goods must be properly packed.

1.2 The Warranty does not cover damage caused by abuse, misapplication, shipping damage, improper installation, or damage resulting from changes in circuitry or components made by other than authorized Lightolier personnel or service companies authorized by Lightolier. Damage due to improper maintenance, damage resulting from installation(s) in areas with other than normal temperatures (<40F, >90F) and environmental conditions, damages caused by fire and abuse or acts of God such as lightning, explosions, water leaks or acts of war are also not covered by the Warranty.

1.3 Replacement of fuses, pilot lights and lamps, and indicator lights and lamps, are not included in the Warranty. Warranties for batteries used in Lightolier's L1PH/L3PH Series Uninterruptible Emergency Lighting Systems are described in the following paragraph.

2.0 Batteries included with the above Lightolier equipment shall be warranted as follows:

Type of Battery	Period of Repair or Replacement Without Charge	Period of Pro-rata Charge for Repair or Replacement	Annual Adj. Chrg
Sealed Lead Calcium*	1 year	9 years	7%

* Ambient temperature shall not exceed 90°F.

2.1 The period previously noted during which repair or replacement is without charge (the "Guarantee Period") shall commence on the date of registered installation or six months after date of shipment, whichever comes first. The period of pro-rata charge for replacement or repair (the "Pro-rata Charge Period") shall commence on the expiration of the Guarantee Period. All warranties set forth herein, whether during the Guarantee Period or the Pro-rata Charge Period, are subject to the battery having been properly installed and maintained in accordance with recommended practice (both as set forth in the Lightolier specification sheet relating to the battery involved.)

2.2 Should a defect appear in a battery covered by this Warranty during the Pro-rata Charge Period, on return of the defective battery, postage prepaid, Lightolier will repair or replace such battery at a cost equal to the net LIST prices at the time of repair or replacement, reduced by a percentage of such price equal to the product of the number of full years remaining in the Warranty period at the time of failure multiplied by 7%.

EXAMPLE: List Price = \$100

Years remaining = 3

Annual Adjustment Charge = 7%

$\$100 - (\$100 \times .07 \times 3) = \79

REPAIR OR REPLACEMENT AT SUCH ADJUSTED PRICE SHALL BE PURCHASER'S EXCLUSIVE REMEDY.

3.0 THE LIMITED WARRANTY FOR L1PH/L3PH SERIES UNINTERRUPTIBLE EMERGENCY LIGHTING SYSTEMS AND THE BATTERY WARRANTY MENTIONED HEREIN ARE EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER EXPRESS OR IMPLIED GUARANTEES OR WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE THAT RELATE TO THE PRODUCTS REFERRED TO HEREIN. IN NO EVENT WILL LIGHTOLIER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM THE USE OF THESE PRODUCTS. LIGHTOLIER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR RESALE OF SUCH PRODUCTS AND EXCEPT AS STATED IN THE WARRANTIES, LIGHTOLIER SHALL NOT BE LIABLE FOR ANY DEFECT IN, OR BREACH OF, ANY CONTRACT RELATING TO, THE QUALITY OF, OR PERFORMANCE OF, THE L1PH/L3PH UNINTERRUPTIBLE EMERGENCY LIGHTING SYSTEMS OR BATTERIES UNDER ANY THEORY OF LAW INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR MISREPRESENTATION.

* Consult factory for details on factory start-up, preventative maintenance programs and extended warranties.