



**STATEMENT OF LIMITED WARRANTY  
FOR ACUITY BRANDS LIGHTING, INC. LED INDOOR LUMINAIRE(S)  
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA**

Rev. 10/11/11

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its indoor light emitting diode (LED) luminaires, including the LED arrays and the LED drivers and integral control devices ("LED Luminaire(s)") to be free from defect in material and workmanship (the "LED Warranty") for a period of five (5) years from the date of shipment from Acuity's facilities. The LED arrays in the LED Luminaire(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the LED Luminaire(s) fail to illuminate.

This LED Warranty applies only when the LED Luminaire(s) are installed in applications in which ambient temperatures are within the range of intended operating temperatures. Acuity will not be responsible under this LED Warranty for any failure of the LED Luminaire(s) that is a result of external causes such as acts of nature; physical damage; environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the LED Luminaire(s) or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service or failure to comply with any applicable codes and/or recommendations or instructions of Acuity; failure resulting from use with end user or third party supplied products, processes or materials; or any other occurrences beyond Acuity's reasonable control. Acuity will also not be responsible under this LED Warranty for any substantial deterioration in the fixture finish that is caused by failure to clean, inspect or maintain the finish of the LED Luminaire(s). If the LED Luminaire(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the LED Luminaire(s) have failed to comply with the terms of this LED Warranty. This LED Warranty does not include acculamp™ products, Acuity emergency products, Contractor Select™ products, or fixture finish, each of which is governed by separate warranty terms. This LED Warranty only applies to commercial sales and does not apply to sales of LED Luminaire(s) through home centers, retail outlets, showrooms, or the internet, each of which is governed by separate warranty terms.

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

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES SET FORTH IN ACUITY'S TERMS AND CONDITIONS OF SALE LOCATED AT [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx) AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE LED LUMINAIRE(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 ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LED WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity 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, Acuity's performance or breach of this LED Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any LED Luminaire(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the LED Luminaire(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 ACUITY 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 LED WARRANTY OR OBLIGATIONS UNDER SUCH LED WARRANTY.

Acuity reserves the right to modify or discontinue this LED Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any LED Luminaire(s) purchased after such modification or discontinuance. Except as set forth in this LED Warranty, all other provisions in the applicable Acuity Terms and Conditions of Sale apply to any LED Luminaire(s).