



**STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
d/b/a FRESCO™**

FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
12/03/2014

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. d/b/a Fresco™ (“Acuity”) warrants its commercial controls products to be free from defect in material and workmanship for a period of two years (2) from the date of factory commission, if ordered, or from shipment from Acuity’s facilities. Acuity commercial controls products may include: touch screens, wall stations, remotes, control devices, powerpacks, sensors, network communication gear, gateways, nodes, Cat5 cables, relay panels, dimming panels, and photocontrols (“Product(s)”).

Emergency batteries/inverters, replaceable consumables (e.g., lithium batteries, printers, cartridges), computer hardware, mobile computing devices, software (other than firmware), commissioning systems, third party gear, and installation services, remote programming, or other professional services, are excluded from this Statement of Limited Warranty. Emergency batteries/inverters, installation services, remote programming, and other professional services provided by Acuity are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx. Manufacturers of other items excluded from this Statement of Limited Warranty are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Access to the software associated with the Product(s) maybe subject to the terms of an End-User License Agreement (“EULA”) and warranty terms applicable to such software are set forth in the applicable EULA.

This Statement of Limited Warranty (“Warranty”) applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts 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 Product(s); external site conditions, including without limitation, heavy tree cover, cellular, satellite or radio interference, environmental conditions; vandalism; terroristic acts; 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 Acuity; improper or unauthorized access or 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 Acuity, failure to provide requested data or inadequate data provided by end user; use of the Product(s) with components, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity’s reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(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 Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. This Warranty does not cover cost that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, this warranty does not cover costs resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), which are governed by separate limited warranty terms.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, 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. Warranty claims regarding the Product(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. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) 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. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY 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. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS 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 Warranty, or from Acuity’s sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(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,



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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 WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity 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 Product(s) purchased after such modification or discontinuance.