

**STATEMENT OF LIMITED WARRANTY  
FOR ACUITY BRANDS TECHNOLOGY SERVICES, INC. ROAM PRODUCTS  
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA**

Rev. 04/03/2013

Subject to the exclusions set forth below, ROAM, a division of Acuity Brands Technology Services, Inc. ("ROAM") warrants its ROAM intelligent diagnostic and control devices (excluding activation kits) ("Product(s)") to be free from defect in material and workmanship for a for a period of three (3) years from the date of manufacture ("Warranty Period") by an end-user who purchases software services, to be supplied by ROAM, in connection with the Products, or licenses a software application from ROAM ("Customer"). ROAM will also pass through any warranties available from its third party activation kit suppliers, to the extent that ROAM is permitted to do so under its contracts with those suppliers.

This limited warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of intended operating temperatures. ROAM will not be responsible under this Warranty for any failure of the Product(s) that is a result of external causes, such as accumulation of debris (natural or otherwise), site conditions, including without limitation, heavy tree cover; cellular, satellite or radio interference; acts of nature; physical damage; environmental conditions; vandalism; fire; power failure, improper power supply, electrical current fluctuations or excessive switching; induced vibration; animal or insect activity; natural catastrophe; fault or negligence of Customer or any third party not engaged by ROAM; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, failure to comply with any applicable codes and/or recommendations or instructions of ROAM, or Customer's failure to provide necessary information; failures resulting from use with Customer or third party supplied products, processes, materials, software, services, telecommunications equipment, networks or the Internet; or any other occurrences beyond ROAM's reasonable control. This Warranty does not extend to the software services, the software application or any software used with the Product(s).

If, during the Warranty Period any Product(s)s purchased directly from ROAM fail to comply with the terms of this Warranty, ROAM will, at its option, (a) repair or replace the Product(s)s with the same or a functionally equivalent product or component parts that do conform with the this Warranty; (b) refund the price paid by Customer with respect to such non-conforming Product(s), or (c) grant a reasonable allowance on account of such nonconformance. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, Customer at the original location. This Warranty may not be transferred or assigned by Customer. 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 ROAM post-sales or customer service representative. Product(s) may be required to be returned for inspection and verification of non-conformance by ROAM, but no Product(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized ROAM post-sales or customer service representative.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANYTHING CONTAINED IN SPECIFICATION SHEETS FOR THE PRODUCT(S), AND ROAM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED 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 PRODUCT(S) HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ROAM.

The total liability of ROAM 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, ROAM's performance or breach of this Warranty, or from ROAM's sale, delivery, resale, repair, or replacement of any Product(s) or the performance of any services, shall in no event exceed the purchase price allocable to the specific 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 ROAM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OF ANY PRODUCTS OR THE PERFORMANCE OF ANY SERVICES OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, 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. IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, IN NO EVENT WILL ROAM BE LIABLE FOR ANY 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 OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF CUSTOMER'S USE OF, OR INABILITY TO USE, THE PRODUCT(S), OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY.

ROAM 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.