

Subject to the exclusions set forth below, eldoLED[®] drivers, LED modules, programmers and/or control interfaces ("Product(s)") are warranted by Acuity Brands Lighting, Inc. d/b/a eldoLED ("eldoLED") to be free from defect in material and workmanship for the respective time periods set forth in the applicable table below, from the date of shipment from eldoLED's facilities. Acuity further warrants that, for one (1) year, the functionality of the firmware embedded in the Product(s) ("Product Firmware") will conform in all material respects to the Product documentation available at the start of the warranty period.

PRODUCTS TABLE

Warranty Period
5 years
5 years
Must be used in combination with eldoLED drivers
No warranty if used in combination with third party drivers
5 years
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3 years (if used in combination with third party drivers)
3 years
00 Jaw
90 days

LED drivers require programming. Please consult the applicable product specification sheet for appropriate programing hardware. Warranties do not apply in territories where Product(s) are not authorized to be sold.

This Limited Warranty only covers Product function and does not cover existing building systems and/or network performance of any Product(s) or re-programming or field adjustments of any Product(s) done by anyone that has not been authorized or certified in writing by eldoLED. eldoLED does not warrant the security of any Product(s).

Additionally, software (other than firmware), mobile apps, commissioning services, installation services, remote programming, and other professional services are excluded from this Limited Warranty. Services provided by eldoLED are warranted separately; and the terms of such warranties are located at https://www.acuitybrands.com/support/warranty/terms-and-conditions. Applicable third-party service providers are solely responsible for the costs related to any claims associated with any such third-party services. Access to software and mobile apps associated with the Product(s) may be subject to the terms of an End-User License Agreement or Terms and Conditions of Use ("EULA") and, if applicable, warranty terms applicable for such software and mobile apps are set forth in the applicable EULA.

This Limited Warranty applies only when the Product(s) are installed in applications in which temperatures are within the range of specified operating temperatures. eldoLED will not be responsible under this Limited Warranty for any failure of the Product(s) that results from external causes such as: physical damage; exposure to adverse or hazardous chemical or other substances; environmental conditions, including but not limited to: exposure to harsh, corrosive, non-condensing humidity conditions, marine or humidity conditions; vandalism; terroristic acts; fire; power failure, overheating, improper power supply, power surges or dips, and/or excessive switching; induced vibration; harmonic oscillation, or resonance associated with movement of air currents around Product(s); animal or insect activity; fault or negligence of purchaser, any end-user of the Product(s) and/or any third party not engaged by eldoLED; improper or unauthorized access, use, installation, handling, storage, alteration, removal of components, testing, troubleshooting, maintenance or service; failure to abide by any product classifications or certifications; failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of eldoLED; failure to provide full and complete requested data. Adequate records of operating history, maintenance, and/or testing (as applicable) must be kept by the end- user and provided to eldoLED upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty. eldoLED also will not be responsible under this Limited Warranty for failures of Product(s) resulting from installation or use of aftermarket third party supplied products, components, materials, software, services, telecommunications equipment, networks or the Internet. eldoLED does not warrant that the Product(s) meet the applicable project requirements for performance, legality, safety, security, suitability, or effectiveness for use in a particular application. In no event will eldoLED be responsible for any loss resulting from any application in which the Product(s) are used, including any fines or penalties resulting from illegal use. Modifications/upgrades to Product Firmware that may be required to address changes in laws or regulations are outside the scope of this Limited Warranty. Product Firmware modifications/upgrades that result in changes to functionality to the Product are also outside the scope of this Limited Warranty.

The determination of whether any Product(s) fail to comply with the terms of this Limited Warranty shall be made by eldoLED in its sole discretion, with consideration given to the overall performance of the Product(s) as compared to the expected performance per the applicable specification sheet/data sheet. If the Product(s) are within the Warranty Period, eldoLED has received payment in full for the Product(s), and eldoLED determines to its satisfaction that the Product(s) fail to comply with the terms of this Limited Warranty, eldoLED, at its option, will (a) with respect to defects in material and workmanshipservice, repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s), which may differ in appearance from the original or (b) with respect to non-conformances of the Product Firmware, make available for installation a patch



to be installed by the end-user within a commercially reasonable time frame to remedy the non-conformance. If the patch is not installed within a commercially reasonable time frame, this Limited Warranty will no longer apply with respect to such non-conformances. eldoLED reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured Product(s) or parts in the warranty repair or replacement process. For purposes of clarity, this Limited Warranty does not include any removal, commissioning, programming, or reinstallation costs or expenses, including without limitation, any labor costs, equipment or other expenses required to remove and/or reinstall original or replacement Product(s) and/or parts. This Limited 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 Limited Warranty and does not extend the Warranty Period. Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized eldoLED 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 eldoLED, 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 eldoLED post-sales or customer service representative. eldoLED is not responsible for any costs, expenses, or damages that may occur in connection with shipment of Product(s) to eldoLED, but eldoLED shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the end-user so long as eldoLED has sole control over all aspects of shipment, including but not limited to eldoLED shipping directly to the end-user. In no event will eldoLED accept any other charges related to shipment by any other party. Replacement Product(s) and/or parts provided under the terms of this Limited Warranty are warranted for the remainder of the Warranty Period as if such Product(s) and/or parts were the original components.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ELDOLED 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 ELDOLED PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ELDOLED.

The total liability of eldoLED 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, eldoLED's performance or breach of this Limited Warranty, or from eldoLED'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. EldoLED shall not be liable for damages caused by any delays involving warranty services.

IN NO EVENT SHALL ELDOLED BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS OR 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, 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, LOSS OR CORRUPTION OF DATA, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANYBREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

eldoLED reserves the right to modify or discontinue this Limited 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. If there is any conflict or inconsistency between the English language version of this Limited Warranty and any version translated into any other language, the English language version shall prevail. Trademarks referenced are trademarks of Acuity Brands Lighting d/b/a eldoLED, and if marked with the ® symbol are registered in the U.S. and may be registered in other countries.

This Limited Warranty shall be construed and enforced in the accordance with the laws of the State of Georgia and the applicable laws of the United States.

NOTE: The Product(s) must be returned within ten (10) days after receiving the return authorization number and the shipping box must be clearly marked with the return authorization number. Failure to follow this procedure will delay any potential warranty resolution. Product(s) returned without a valid return authorization number will either be refused or returned to sender at sender's expense. NO PRODUCT RETURNS WILL BE ACCEPTED BY ELDOLED IF NOT ACCOMPANIED BY A VALID RETURN AUTHORIZATION NUMBER.