

## Delta Intelligent Building Technologies (USA), LLC North American 5 Year Limited Warranty Policy

Delta Intelligent Building Technologies (USA), LLC ("The Company"), 178 Bauer Drive, Oakland, NJ 07436, warrants to the original purchaser of The Company Domestic LED products manufactured and purchased on or after February 1, 2011 for which the The Company Spec Sheet located on our website contains the words "5 year limited warranty" that, subject to the below terms and conditions of this warranty, when such LED products are properly installed they will comply with The Company's published product specifications for such products and will be free from material defects in material and workmanship for a period of five (5) years from the date of manufacture by The Company, or, if lesser, 25,000 hours of operation. The date of manufacture (the "Manufactured Date") shall be the date of manufacture placed on the product by The Company prior to shipment.

The above express limited warranty is extended by The Company only to the original or first end-user purchaser and only for the original installed location. This warranty is non-transferrable, whether by assignment or operation of law. The original purchaser must provide warranty claims to The Company within the warranty period promptly upon discovery and in accordance with The Company's Return and Repair Procedures as outlined within this document.

Should any defects be found by The Company upon its inspection of the properly returned product, The Company's sole responsibility and liability under this warranty will be, at its option, to either repair or replace the defective part or parts or else make available a new replacement unit that will provide equal or better performance. All decisions regarding the existence or non-existence of defects or otherwise affecting the warranty shall be made by THE COMPANY and shall be final and binding on all parties. Where a defective LED product is replaced under this warranty, the balance of the original warranty period shall remain effective.

### Conditions and Exclusions

This warranty is conditioned upon proper installation, use and maintenance. This warranty will automatically become null and void and shall not be applicable to any LED fixture which (i) has not been timely paid for, (ii) is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL) or with The Company's instructions and guidelines, (iii) has been moved from its original installation, (iv) has been installed within an area that has exposure to sulfur or any area with high acidic compounds in use, (v) has been operated in an ambient temperature or humidity that is higher than 35 degrees Celsius, (vi) has been subjected to a lightning strike, power surge or overvoltage condition, (vii) has its LED Board subjected to static electricity due to failure to discharge same prior to connecting or disconnecting the lead from the LED board, (viii) was not installed and/or operated in accordance with The Company's instructions and guidelines, (ix) has been mishandled, misused, abused, tampered with, modified or altered by anyone other than THE COMPANY, (x) has been subjected to abnormal stresses and operating conditions, or (xi) has been operated without overvoltage and lightning protection devices in place.

### Limitations

**Year 1** (from Manufactured Date to 1st anniversary of Manufactured Date):

#### **Recessed, Linear and Exterior LED Light Fixtures:**

If The Company receives a warranty claim during Year 1 for a recessed, linear or exterior LED fixture, The Company will provide a technician to make the warranty determination and, if covered by this warranty, field repairs for recessed, linear and exterior (but not track mounted) LED fixtures. There may be a charge for such technician should it be determined that the component or fixture or failure was not covered by this warranty. Please note that such repair costs will not cover any special jobsite conditions such as union labor, lift rental, night work, special site requirements such as hazardous material training, OSHA 10, H25 or PPE Certificates or any special site specific training or contractor orientation. Should such

special requirements exist on a jobsite so that the installing contractor must make the repairs, then The Company will allow a \$25 labor charge for each of the following: Driver Replacement, LED Module Replacement, LED Head Replacement, LED Trim Subassembly Replacement or Replacement of a Linear LED tray.

**Track Fixtures:**

Track Fixtures need to be removed and returned, at purchaser's cost and expense in accordance with The Company's Return and Repair Procedures as outlined within this document. Track Fixtures determined to be covered by this warranty will be repaired or replaced and returned to purchaser in accordance with this warranty document at no cost to purchaser.

**Years 2 thru 5** (from 1st to 5th anniversary of Manufactured Date):

**All LED Light Fixtures:**

Complete fixtures, or just certain non-working components as determined by The Company, will need to be removed and returned to The Company for evaluation in accordance with The Company's Return and Repair Procedures as outlined within this document. Components determined to be covered by this warranty will be repaired or replaced in accordance with this warranty document at no cost to purchaser. Purchaser will be responsible for all shipping costs and for all labor and related costs and expenses.

**Disclaimers & Limitations of Liability**

The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory, by operation of law or course of performance, or otherwise, are given, herein expressed or otherwise received. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE COMPANY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE LED PRODUCTS AND ITS SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

LIMITATION OF LIABILITY. Other than the obligation to repair or replace as provided above, The Company shall have no liability for any losses, expenses or damages as a result of the installation, use, inability to use, removal or replacement of any LED product. The Company will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down time cost or claims of claimant's customers. The Company's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any LED product, any aspect of this warranty or for any products or services furnished hereunder shall not exceed the price of the fixture which gives rise to the claim.

**Return and Repair Procedures**

All warranty requests and or questions are to be directed to The Company's Customer Service Department (CSD) at 973-882-5010. If deemed necessary, the CSD will issue a Returned Merchandise Authorization (RMA) number which must be included on both the packing slip of the component or fixture being returned and on the outside of the box. You must include your name and contact information, including your email address, on the packing slip so that we can contact you easily. If the fixture in question is a track head, the entire fixture will need to be returned. If the fixture is a recessed or pendant fixture, a portion of the fixture or only the LED Driver (power supply unit) or possibly the LED Board (lens covered lighted section) will need to be returned, depending on the problem being experienced. Please note that for recessed fixtures, the proper ESD (electro-static discharge) procedures must be followed prior to handling the lead to the LED Board. Also, each component or fixture must be packaged very carefully and properly so as to prevent damages in shipment and must be shipped freight prepaid. Please obtain a proof of delivery to ensure that the material is received.

Once the component or fixture has been received and tested, an evaluation report will be provided to the end user via email. This report will clarify the following:

- A) The component / fixture is covered under the warranty policy and will either be repaired or replaced.
- B) The component / fixture is not covered under the warranty policy and the reason for this determination.

If THE COMPANY determines that the component or fixture is covered under the warranty, then the appropriate repairs will be started or a replacement fixture will be manufactured and shipped. Please note that in the event the returned component or fixture is found not to be covered under this warranty, you may be subject to a labor charge for the evaluation process and will be responsible for all return shipping charges and fees. For components and fixtures determined to be covered under this warranty prior to the first anniversary of the Manufactured Date, the repaired or replacement component or fixture will be returned to you at no charge. You will be responsible for all other shipping charges.

#### **No Labor Reimbursement**

All components and fixtures determined to be covered by this warranty as provided above, will be repaired or replaced at no charge to the customer, however, except as expressly provided above with respect to recessed and linear fixtures during the first year, the customer must hire and pay for an electrician to remove and reinstall such components and fixtures. No labor costs will be covered for the removal or reinstallation of any components or fixtures. The warranty does not cover modifications, repairs or replacements, or the related labor or materials costs, that may be necessary to facilities or third party products in connection with the removal, repair, or replacement of any LED product under this warranty.

#### **Special Notes**

1. Normal wear and tear on the fixture is not covered by this warranty. Exterior or mechanical damage that is not due to a warranty defect will not be corrected. No cosmetic repairs will be made. Exterior poles are only warranted for the first twelve months following the Manufactured date.
2. The above is the only warranty made by The Company with respect to The Company LED products. No dealer, distributor, or any other person or entity is authorized to make any representation, warranty or promise on behalf of The Company or any of its affiliates.
3. Under no circumstances shall the above warranty on these LED products exceed the lesser of five (5) years or 25,000 hours of operation.