



Optec LED Lighting, Inc
13040 W Lisbon Rd Unit 400
Brookfield, WI 53005
Phone: 888-743-5220
Fax: 909-212-7745
Email: customerservice@optecled.com

STANDARD FIVE-YEAR LIMITED WARRANTY

Effective 01/04/2022

LIMITED WARRANTY COVERAGE

Subject to the Exclusions and Restrictions set forth below, Optec LED Lighting, Inc. ("OLI") warrants lighting fixtures manufactured by OLI ("Covered Product(s)") will be free from defects in material and workmanship which cause the Covered Product(s) to fail to operate in accordance with the specifications set forth in the documentation published or provided with the Covered Product(s) ("Specifications") during the Warranty Period pursuant to the terms and conditions set forth herein. OLI warrants that any standard finish on Covered Product(s) will be free from cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. All light emitting diodes ("LED(s)") have an inherent tendency to change in color and light intensity proportionate to period of use. These are universal characteristics and not product defects. The LED arrays in the Covered Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual LEDs in the Covered Product(s) fail to illuminate.

WARRANTY PERIOD

Unless otherwise specified in an OLI purchase transaction document, the Limited Warranty Period is five (5) years. The Limited Warranty Period begins immediately on the date Covered Product(s) are shipped.

EXCLUSIONS AND RESTRICTIONS

This Limited Warranty applies only when the Covered Product(s) have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications, including, without limitation, applications in which ambient temperatures are within the range of specified operating temperatures and operation within the electrical values shown on the Specifications. OLI shall have no responsibility under this Limited Warranty for any failure of the Covered Product(s) that results from external causes, including without limitation: acts of nature, including, but not limited to, harmonic oscillation/winds, ice, lightning, or other related storm activity; physical damage; exposure to adverse or hazardous chemicals or other corrosive substances; use of excessive water pressure, reactive cleaning agents, and/or harsh chemicals to clean the Covered Product(s); harsh environmental conditions, including, but not limited to, exposure to harsh, corrosive, non-condensing humidity conditions, marine or humidity conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; fatigue failure or similar phenomena resulting from induced vibrations, harmonic oscillation or resonance associated with movement of air currents around the Covered Product(s); animal or insect activity; fault, abuse, omission or negligence of the purchaser of the Covered Product(s), any end user of the Covered Product(s) and/or any third parties not engaged by OLI, improper or unauthorized use, installation, handling, storage, repair, 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, use of Covered Product(s) with products, processes or materials supplied by the purchaser of the Covered Product(s), any end user or third parties, or any other occurrences beyond OLI's reasonable control. This Limited Warranty is void if any alterations are made or if the Covered Product(s) are used for the purpose for which they were not designed for. In addition, OLI shall have no responsibility under this Limited Warranty for any substantial deterioration in the Covered Products(s)' finish that is caused by failure to clean, inspect or maintain the finish of the Covered Product(s). During the Warranty Period some staining, chalking or fading may occur. This is normal aging of the finish and is not a manufacturing defect; therefore, it is not covered by this Limited Warranty. Neither polycarbonate nor acrylic material used in the Covered Product(s) is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. This Limited Warranty does not cover existing building systems and/or network performance of any Covered Product(s) or re-programming or field adjustments of any Covered Product(s) done by anyone that has not been authorized or certified in writing by OLI. If the Covered Product(s) are used on existing foundations, anchorages or structures, the purchaser of the Covered Product(s) and/or any end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. This Limited Warranty does not cover cosmetic damage to the Covered Product(s), including, but not limited to, scratches, dents or lumps in housing, and



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EXCLUSIONS AND RESTRICTIONS (continued)

broken plastic that do not otherwise affect the functionality or the use of the Covered Product(s).

This Limited Warranty is extended only to the original purchaser ("Customer") purchasing new Covered Product(s) from OLI. Proof of purchase is required. This Limited Warranty is for the sole and exclusive benefit of the original Customer of the Covered Product(s) at the original location. This Limited Warranty is not transferable and may not be assigned by the end user.

Adequate records (as determined by OLI in its sole discretion) of operating history and maintenance records must be kept by the end user and provided to OLI upon request to substantiate the claim that the Covered Product(s) have failed to comply with the terms of this Limited Warranty. The Covered Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Covered Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Covered Product(s) are not warranted against cost resulting from installation of third-party components, failures of third party supplied components, or failures of Covered Product(s) caused by third party supplied components. This Limited Warranty is not applicable to any product(s) which are 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 the standards for the American National Standards Institute (ANSI), and with OLI instructions and guidelines for the Covered Product(s).

Except as otherwise set forth herein, this Limited Warranty does not apply to other third-party hardware components or software, even if packaged or sold with Covered Product(s). OLI does not warrant ballasts, drivers, emergency batteries, lamps, photocells, occupancy sensors, commissioning systems, controls, low voltage indicators, fuses, surge suppressors, surge protection devices, and other third-party devices that are not manufactured by OLI. Manufacturers or suppliers, other than OLI, may provide their own warranties to the end user, but OLI, in so far as permitted by law, provides their products "as is." Such third-party manufacturers shall be solely responsible for the costs related to any claims associated with any such devices. Additionally, software (other than firmware), mobile apps, commissioning services, installation services, remote programming, and other professional services are excluded from this Limited Warranty. OLI does not offer warranties for poles and related accessories not manufactured by OLI. Any non-OLI poles shipped by OLI are subject to the applicable warranty provided by such manufacturer. OLI is not responsible for any costs or expenses relating to defective pole claims, repairs or replacements on such non-OLI poles.

REMEDY

The determination of whether any Covered Product(s) fail to comply with the terms of this Limited Warranty shall be made by OLI in its sole discretion, with consideration given to the overall performance of the Product(s) as compared to the expected performance per the applicable Specifications. If the Covered Product(s) are within the Warranty Period, OLI has received payment in full for the Covered Product(s), and OLI determines to its satisfaction that the Covered Product(s) fail to comply with the terms of this Limited Warranty, OLI, at its sole option, will repair or replace the Covered Product(s) with the same or functionally equivalent product(s) or component part(s). Specifically, OLI will repair the Covered Product(s), replace it with similar product(s) (as determined by OLI in its sole discretion) which may differ in appearance from the original, or issue a credit to the purchaser which may be used for future OLI product purchases. The amount of such credit shall be calculated by OLI at its sole discretion, generally in proportion to the remainder of the Warranty Period left). OLI may utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Covered Product(s) under this Limited Warranty. If any Covered Product(s) are discontinued, OLI may choose to use its current product(s) with similar or equivalent performance as a replacement. This Limited Warranty excludes any and all removal or reinstallation costs and expenses including, without limitation, labor and equipment required to remove and/or reinstall original or replacement product(s) or parts, shipping costs to return nonconforming Covered Products(s) or any damage that may occur during the return of any Covered Product(s) to OLI.

The repair, issuing of future purchase credit or replacement of any Covered Product(s) or component parts is the sole and exclusive remedy for failure of the Covered Product(s) to comply with the terms of this Limited Warranty and does not extend the Warranty Period. Warranty claims regarding Covered Product(s) must be submitted in writing within forty-five (45) days of



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REMEDY (continued)

discovery of the defect or failure to an authorized OLI customer service representative. A sample of Covered Product(s) or component parts may be required to be returned for inspection and verification of non-conformance by OLI with a return materials authorization ("RMA") form which can be obtained only from an authorized OLI customer service representative. OLI is not responsible for any costs and expenses incurred in connection with the shipment of Covered Product(s) to OLI, but OLI shall bear all costs and expenses incurred in connection with the shipment of replacement Covered Product(s) to the Customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND OLI EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED RELATING DIRECTLY OR INDIRECTLY TO THE COVERED 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 ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OLI OR ANY EMPLOYEE, AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF OLI PRODUCTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY. NO EMPLOYEE, AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF OLI PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM OLI. OLI IS NOT A LIGHTING SPECIFIER OR DESIGNER, AND PRODUCT RECOMMENDATIONS FOR ANY LIGHTING DESIGN PROJECT ARE FOR INFORMATIONAL ONLY, WITHOUT ANY WARRANTY AS TO ACCURACY, COMPLETENESS, LEGALITY FOR USE IN A PARTICULAR APPLICATION, OR OTHERWISE.

IN NO EVENT SHALL OLI'S TOTAL LIABILITY IN RESPECT OF 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 OLI'S PERFORMANCE OR BREACH OF THIS WARRANTY, OR FROM OLI'S SALE, DELIVERY, RESALE, REPAIR, OR REPLACEMENT OF ANY COVERED PRODUCT(S) OR THE FURNISHING OF ANY SERVICE, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE COVERED PRODUCT(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD. IN NO EVENT SHALL OLI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE 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, LOSS OF USE OF THE PRODUCT(S) OR ANY ASSOCIATED EQUIPMENT, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASER OF THE COVERED PRODUCTS OR THE END USER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE COVERED PRODUCTS.

This Limited Warranty is effective for the purchases of Covered Product(s) on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. OLI reserves the right to modify or discontinue this Limited Warranty without prior notice provided that any such modification or discontinuance will only be effective with respect to any Covered Product(s) purchased after such modification or discontinuance.

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