



CREE LIGHTING LIMITED TEN (10) YEAR WARRANTY

This limited warranty applies to any Cree® branded LED lighting fixture that has a ten (10) year limited warranty designation in its product technical specification ("Spec Sheet") published by Cree, Inc. or one of its subsidiaries (each a "Product"), that is provided by the Cree company identified as the seller on the invoice for the original purchase of the warranted Product ("Seller") to the original purchaser of the warranted Product identified on such Seller's invoice ("Purchaser"). A Purchaser who is an authorized distributor of Seller may transfer (directly or indirectly through a contractor) its rights under this limited warranty to the original end-user purchaser of the Product provided that such Product is resold by such distributor in new condition and in its original packaging. This limited warranty may not be transferred by the original end-user purchaser except in connection with the sale of the installation site in which the Product was originally installed. Except as expressly provided above or as may be approved in writing by Seller, this limited warranty is non-transferrable.

With respect to each Product, Seller warrants that:

- (1) all mechanical components (other than LED drivers) and LED components in the Product as well as the fixture housing will be free of defects in material and workmanship for a period of TEN (10) YEARS from the date of original purchase by the Purchaser;
- (2) all LED drivers in the Product will be free of defects in material and workmanship for a period equal to the shorter of (i) TEN (10) YEARS from the date of original purchase by the Purchaser or (ii) fifty thousand (50,000) hours of operation;
- (3) all Cree SmartCast® Technology components (dimmers, switches, 0-10V interface with occupancy sensors, and configuration tools) will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase by the Purchaser;
- (4) all optional Product features identified as having a warranty period other than ten (10) years on the applicable Spec Sheet, will be free of defects in material and workmanship for the warranty period specified on the Spec Sheet beginning on the date of original purchase by the Purchaser, including without limitation, occupancy and other sensors, control modules, backup batteries, controls, and photocells; and
- (5) the Cree standard Colorfast DeltaGuard® finish on any such Product will be free of cracking, peeling, and excessive fading and corrosion defects for a period of TEN (10) YEARS from the date of original purchase by the Purchaser, except that the Colorfast DeltaGuard® finish warranty for custom colors is only ONE (1) YEAR from the date of original purchase by the Purchaser.

Notwithstanding the foregoing, for a Product originally purchased by an authorized distributor of Seller and sold to an end-user customer, the warranty periods indicated above will commence on the date of purchase by the original end-user customer.

The determination of whether any Product or component is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product as compared to the expected performance per the applicable Spec Sheet, provided that a Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable LED components is less than 10% of the total number of LED components in the Product. For purposes of determining hours of operation for LED drivers, Seller shall be entitled to make reasonable assumptions of hours of operation based on industry standards and the actual installation application of the Product. This limited warranty does not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to a casualty event or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations (including without limitation, excessive salt water in coastal locations); induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance, or environmental requirements set forth in Seller's applicable Spec Sheet or installation instructions or in applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. If Seller determines that the Product or component is defective, the sole obligation of Seller, and the sole remedy of Purchaser and/or anyone claiming through the Purchaser, is, at Seller's option, to repair the Product or component so as to make it non-defective, provide a replacement Product or component, or refund the original purchase price paid by the Purchaser for the defective Product upon return thereof. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE**



PURPOSE FOR WHICH IT IS DESIGNED OR IF THE PRODUCT IS UNINSTALLED FROM THE ORIGINAL INSTALLATION SITE AND MOVED TO A NEW INSTALLATION SITE.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, the claiming party must notify Seller in writing within SIXTY (60) DAYS after discovery of the defect, provide proof of purchase such as the invoice, and comply with Seller's other warranty requirements. Seller may require the Product to be returned to Seller or its authorized service provider, freight prepaid. All warranty claims should be addressed to Seller at: 9201 Washington Avenue, Racine, WI 53406 USA.

This ten (10) year limited warranty only applies to Products expressly identified as having a ten (10) year limited warranty on the applicable Cree Product Spec Sheet available on Seller's website at: <http://lighting.cree.com/>. Warranties applicable to all other Cree branded fixtures, lamps, poles, optional features, and accessories can be found at: <http://lighting.cree.com/resources/warranties/>. Notwithstanding anything to the contrary, Cree, Inc. and its subsidiaries make no warranty with respect to any non-Cree products manufactured by a third party and supplied by Cree, Inc. or one of its subsidiaries.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES ARISING FROM THE PURCHASE, RESALE, USE, OR DISPOSAL OF ANY PRODUCT, WHETHER THE CLAIM ARISES UNDER TORT LAW, STRICT LIABILITY, PRINCIPLES OF EQUITY, OR CONTRACT. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE PURCHASE PRICE OF THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: January 15, 2018



Acuity Brands Lighting, Inc.
One Lithonia Way
Conyers, GA 30012
Tel: 770-922-9000

July 26, 2018

RE: Response to Request for Extension of Limited Warranty
Project Name: Mount Desert
Quote Number: 2066-18-12338-1
Fixture (s):
ACP0LED PK2 MVOLT WFL 30K YK GYSDP 10KVMP PER7 06 43 TL NL

To Whom It May Concern:

Acuity Brands Lighting, Inc. will extend the standard limited warranty located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx to the above-referenced project/quote number and fixture(s) for an additional period of 5 years. The resulting warranty period will total 10 years from the date of shipment. All other Acuity Brands Lighting, Inc. standard warranty terms and conditions apply.

Regards,

A handwritten signature in black ink that reads 'Scott Posey'.

Scott Posey
Director, Roadway & Security Products
Acuity Brands

Warranty

Standard warranty of Sun-Tech / FP Outdoor Lighting Controls electronic photocontrol products is 10 years. The warranty is 1 for 1 replacement for units with factory defects. Units ordered improperly will be accepted, possibly with a negotiated restocking charge. This warranty covers factory defects and does not apply to units abused, vandalized, installed on the incorrect voltage, damaged by faulty luminaires, or direct hits by lightning. Sun-Tech assumes no further liability in the use of the products. This warranty is in lieu of any other warranties expressed or implied.

It can be expected that Sun-Tech / FP Outdoor Lighting Controls and its management will stand behind the performance of its product and treat its users as partners in its success.