



**STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC
STEEL POLE FATIGUE WARRANTY
EXCLUSIVE TO:
LITHONIA LIGHTING BRAND ONLY
09.01.2022**

In addition to the standard Terms and Conditions of Sale located at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>, Acuity Brands Lighting, Inc ("Acuity") offers the following Special Pole Fatigue Warranty on steel poles sold by Lithonia Lighting (the "Products") to the end user, provided that such Products are at all times located at the original installation location, subject to the exclusions set forth below. The Special Pole Fatigue Warranty provided for herein is for the sole and exclusive benefit of the end user of the Products and does not confer any rights, third party benefits or claims upon any other person or entity other than the end user of the Products. The Special Pole Fatigue Warranty provided herein may not be transferred or assigned by the end user of the Products without the prior written consent of Acuity; provided, however, that the end user of the Products may transfer or assign this Special Pole Fatigue Warranty to a successor in interest by merger, operation of law, assignment or purchase of all or substantially all of the end user's assets. Acuity may transfer, assign, and subcontract any or all Special Pole Fatigue Warranty services to be provided hereunder.

Acuity further warrants the Products against failure caused by fatigue or similar phenomena resulting from induced vibration, harmonic oscillation or resonance, associated with movement of air currents around the Product, for three (3) years from date of shipment (the "Special Pole Fatigue Warranty").

The Acuity Special Pole Fatigue Warranty excludes labor required to remove and/or reinstall original or replacement parts. Acuity shall not be responsible under this Special Pole Fatigue Warranty for any failure of the Products which is a result of external causes; physical damage; accident; theft; vandalism; animal or insect infestation; environmental conditions; acts of nature (including, but not limited to, earthquake, flood, tornado, typhoon, hurricane or lightning); power surges or failure; improper electrical/power supply or failure thereof; overloading; abuse; fault or negligence of the end user or any third party not engaged by Lithonia Lighting; improper or unauthorized use, installation, handling, storage, alteration, service or repairs by end user or any third party not engaged by ABL. If the Products are to be used on an existing foundation or on other structures, end user assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom. Repair or replacement of any Product or component part does not extend the original Special Pole Fatigue Warranty period.

THE FOREGOING SPECIAL POLE FATIGUE WARRANTY TERMS AND THE WARRANTY TERMS SET FORTH IN THE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND IN THE TERMS AND CONDITIONS OF SALE, LITHONIA LIGHTING MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT AN EXPRESS, WRITTEN AUTHORIZATION FROM LITHONIA LIGHTING, NO DISTRIBUTOR OR SUPPLIER OF LITHONIA LIGHTING PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS SPECIAL POLE FATIGUE WARRANTY OR ANY WARRANTY SET FORTH IN THE TERMS AND CONDITIONS OF SALE.

Any Special Pole Fatigue Warranty claims must be asserted by the end user in writing within sixty (60) days after discovery of the failure. Repair or replacement of the Product or component part is the end user's sole and exclusive remedy for a breach of the Special Pole Fatigue Warranty set forth herein. The total liability of Lithonia Lighting 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, or a Lithonia Lighting breach of the foregoing Special Pole Fatigue Warranty, shall in no event exceed the purchase price of the Products, and any and all such liability shall terminate upon the expiration of the Special Pole Fatigue Warranty period specified above.

In the event that Lithonia Lighting repairs or replaces any Product(s) or component parts due to a cause for which the manufacturer thereof, or its agents or suppliers, offer a warranty, or may be otherwise legally responsible, the end user hereby assigns all such warranties and rights to recover to Lithonia Lighting.

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

The total liability of Acuity 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, Acuity's performance or breach of this Limited Warranty, or from Acuity'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



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Warranty Period specified above. Acuity shall not be liable for damages caused by any delays involving warranty services.

IN NO EVENT SHALL ACUITY 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 ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity 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, Inc. 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: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

NOTE: Acuity Brands is not a lighting specifier, and product recommendations for any lighting design project are for informational purposes only, without any warranty as to accuracy, completeness, legality for use in a particular application, or otherwise.

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 ACUITY IF NOT ACCOMPANIED BY A VALID RETURN AUTHORIZATION NUMBER.