**STATEMENT OF LIMITED WARRANTY**
**FOR ACUITY BRANDS LIGHTING, INC.**
**CONTROLS PRODUCTS**
10/01/2019

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its controls products, excluding firmware, to be free from defect in material and workmanship for the respective time periods set forth in the table below, from the date from shipment from Acuity's facilities (the "Warranty Period"). If date of shipment is unavailable, the warranty period will be calculated from the date of manufacture. Acuity's controls products include: wall stations, remotes, control devices, powerpacks, sensors, network communication gear, gateways, nodes, relay panels, dimming panels, and photocontrols ("Product(s)"). 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.

**CONTROLS TABLE**

| Brand or Family | Warranty Term |
|---|---|
| DTL® DLL, DSN, DCC | 10 years |
| DTL® DP 1704 and 1707 | 8 years |
| All Other DTL® | 6 years |
| Atrius™ Devices:<br>Edge Gateway, Eclypse® A1000, Eclypse® A1000AT<br>IOTA®<br>nLight®<br>nLight® AIR<br>nLight Eclypse™<br>PowerSentry®<br>Sensor Switch®<br>Synergy™ Lighting Controls<br>XPoint™ Wireless | 5 years |
| Lighting Control & Design (LC&D™)<br>ROAM®<br>Pathway® Connectivity Solutions | 3 years |
| Fresco™ | 2 years |
| Asset Tags<br>All Other Acuity® Controls Product(s) | 1 year |

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 Acuity. Product(s) that are identified by Acuity as requiring on-site commissioning will only be covered by this Limited Warranty if commissioned by Acuity authorized personnel. Warranty coverage shall not apply to any equipment or integration services of another manufacturer used in conjunction with Acuity Product(s) or where Acuity-authorized cables are not used.

Except as otherwise set forth herein, Acuity does not warrant, lamps, poles, emergency batteries/invertors, replaceable consumables (such as batteries), computer hardware, software (other than Product Firmware), mobile computing devices, mobile apps, third party gear, components specified by others, commissioning systems or services, installation services, remote programming, or other professional services. Acuity does not warranty the security of any Product(s). Applicable third-party manufacturers or third-party service providers shall be solely responsible for the costs related to any claims associated with any such third-party devices or third-party services. Assistance with warranty claims for any such third-party component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity representative, if available. 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 warranty terms applicable to such software and mobile apps are set forth in the applicable EULA. Distech Controls® and eldoLED® products are not covered by this Limited Warranty. This Limited Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to consumer product(s) or services provided by Acuity, all of which are governed by separate limited warranty terms.

This Limited Warranty applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Limited Warranty for any failure of the Product(s) that results from external causes such as: acts of nature, including but not limited to harmonic oscillation/winds, ice, or other related storm activity; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); external site conditions, including but not limited to: accumulation of debris (natural or otherwise), heavy tree cover, cellular, satellite or radio interference; 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 Acuity; improper or unauthorized

access, use, installation, handling, storage, alteration, removal of components, testing, troubleshooting, maintenance or service; removal or interference with the tamper proof label indicating unauthorized opening of the unit; any housing, arm or gasket pierced for any reason; failure to abide by any product classifications or certifications; failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; failure of the end-user to provide full and complete requested data; use of the Product(s) with products, processes or materials supplied by any end-user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Limited Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, roofs, buildings, anchorages or structures, the end-user is solely responsible for the structural integrity of such existing foundations, roofs, buildings, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing (as applicable) must be kept by the end-user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing or cracking, as yellowing and/or cracking may naturally occur over time due to normal aging. The Product(s) are not warranted against: cosmetic problems or defects that result in normal wear and tear under ordinary use and that do not affect the performance or use of the Product(s); nor are the Products warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design; or failures of Acuity Product(s) resulting from installation or use of aftermarket third party supplied products, components, materials, software, services, telecommunications equipment, networks or the Internet. Acuity does not warrant that the Product(s) meet the applicable project requirements for performance, safety, security, suitability or effectiveness for use in a particular application. In no event will Acuity be responsible for any loss resulting from any application in which the Product(s) are used. 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 Acuity in its sole discretion, with consideration given to the overall performance of the Product(s) as compared to the expected performance per the applicable spec sheet. If the Product(s) are within the warranty period, Acuity has received payment in full for the Product(s), and Acuity determines to its satisfaction that the Product(s) fail to comply with the terms of this Limited Warranty, Acuity, at its option, will (a) with respect to defects in material and workmanship service, 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, will 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, the Limited Warranty will no longer apply with respect to such non-conformances. Acuity 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 Acuity 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 Acuity, 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 Acuity post-sales or customer service representative. Acuity is not responsible for any costs, expenses, or damages that may occur in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the end-user so long as Acuity has sole control over all aspects of shipment, including but not limited to Acuity shipping directly to the end-user. In no event will Acuity 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 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 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, 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, 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.

The document, including the 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 ACUITY IF NOT ACCOMPANIED BY A VALID RETURN AUTHORIZATION NUMBER.