



PROGRESS LIGHTING LIMITED WARRANTY

Limited Warranty (“Warranty”): Progress Lighting Inc. (“**Seller**”) warrants to Buyer (“**Buyer**” shall mean the individual or entity identified on Buyer’s purchase order, or if different, on Seller’s quote) that all Seller manufactured products (“**Products**”) will perform substantially in accordance with Seller’s published specifications (or other applicable specifications as agreed upon in writing by Seller) (the “**Specifications**”) and will be free from defects in material and workmanship for the following warranty period, which shall begin on the date of shipment by Seller (the “**Warranty Period**”): (i) Non-LED Products – one (1) year; (ii) LED Products – five (5) years; and (iii) DURASHIELD product families – five (5) years. Seller warrants that any standard finish on a Product (other than Homestyle branded Products) will be free from cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. Extended warranties for Seller fan motors and Energy Star® Products may apply; please refer to Seller Product manuals for more information. For LED Products, the LED arrays in the Products will be considered defective in material or workmanship only if a total of 15% or more of the individual LEDs in the Products fail to illuminate. This Warranty only extends to the Products as delivered to, and is for the sole and exclusive benefit of, the end user of the Products at the original location.

Exclusions: This Warranty applies only when the Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications, including, without limitations, installation in applications in which the ambient temperatures are within the range of specified operating temperatures and operation within the electrical values shown on the Specifications. Seller shall have no responsibility under this Warranty for any failure of the Products that results from external causes including without limitation: acts of nature, fire, or vandalism; physical damage; exposure to adverse hazardous chemicals or use of reactive cleaning agents and/or harsh chemicals to clean the Products; environmental conditions unsuited to the Products intended use; 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 Product; animal or insect activity; use of products, processes or materials supplied by the purchaser of Products, any end user or third parties, or any other occurrences beyond Seller’s reasonable control. In addition, Seller shall have no responsibility under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the Products. 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 Warranty (with the exception of DURASHIELD product families). Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. If the Products are used on existing foundations, anchorages or structures, the purchaser of the Products 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. Customer dissatisfaction with any aspect of normal operation of the product is not covered by this Warranty.

Adequate records (as determined by Seller in its sole discretion) of operating history, maintenance, and/or testing must be kept by the end user and provided to Seller upon request to substantiate that the Products have failed to comply with the terms of this Warranty. The Products are not warranted against costs that may be incurred in connection with changes or modifications to the Products required to accommodate site conditions and/or faulty building construction or design. In addition, the Products are not warranted against cost resulting from installation of third-party components, failures of third party supplied components, or failures of Seller-supplied Products caused by third party supplied components. This 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 Seller instructions and guidelines for the Product. THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT WAS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY SELLER IN WRITING.

This 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 Product(s) or any damage that may occur during the return of any Product(s) to Seller. Seller will have no obligation to make repairs, replacements or corrections which are defective as a result of: (i) normal wear and tear, (ii) Buyer’s misuse, fault or negligence, (iii) use of the Product(s) in a manner for which they were not designed, or (iv) improper storage, maintenance, wiring, operation, installation and handling of the Product(s) in accordance with the applicable specifications, including, without limitation, installation in applications in which ambient temperatures are within the range of specified operating temperatures and operation within the electrical values shown on the specifications. Except as otherwise set forth herein, Seller does not warrant third party components or devices that are not manufactured by Seller, which are covered by the applicable third-party manufacturer warranty (if any). Such third-party manufacturer shall be