

RAB Lighting Product Warranties

The following warranties apply to RAB Lighting Inc. ("RAB") products that meet all of the following conditions: (a) the product was purchased by the contractor or end-user from an authorized RAB distributor who purchased the product directly from RAB and from no other source; (b) if the product has been installed, the entire installation was performed by a licensed electrician or under the supervision of a licensed electrician and the product was in its original, unopened and new condition at the time of installation. RAB LIGHTING DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ALL OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION PRODUCTS THAT HAVE BEEN PURCHASED FROM ANY PERSON OR ENTITY OTHER THAN AN AUTHORIZED RAB DISTRIBUTOR, OR INSTALLED BY ANY PERSON OR ENTITY OTHER THAN A LICENSED ELECTRICIAN OR UNDER THE SUPERVISION OF A LICENSED ELECTRICIAN, AND ALL PRODUCTS THAT ARE USED OR ARE OTHERWISE NOT IN THEIR ORIGINAL RAB LIGHTING PACKAGING AT THE TIME OF INSTALLATION.

General Product Warranty. Each RAB product will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery to the end-user. Powder Coat paint finish on products other than natural aluminum or brass will not exhibit cracking, peeling, excessive fading or corrosion during the warranty period.

LED Product Warranty. Each RAB LED product will be free from defects in materials and workmanship for a period of five (5) years, except LROAD which is ten (10) years, from the date of delivery to the end-user including coverage of the following performance criteria:

- **LED Light Output will be maintained above 70% of initial output**
- **LED color temperature will not shift more than 200K in CCT**
- **LED driver will operate within RAB specifications**
- **Fixture finish will not exhibit cracking, peeling, excessive fading or corrosion (excluding natural aluminum or brass products)**

Pole Warranty. Each RAB Pole will be free from defects in materials and workmanship for a period of (1) year from the date of delivery to the end-user. Powder Coat paint finish on products other than natural aluminum or brass will not exhibit cracking, peeling, excessive fading or corrosion during the warranty period. Poles must be installed by a properly insured and licensed contractor using the supplied anchor bolts and mounting templates. The information provided in the RAB Pole Order Form is critical in determining the location, conditions, intended use, and other requirements ("Application Specification") with respect to the use and installation of a pole product. Using a pole product in any manner other than as disclosed in the Application Specification automatically voids the warranty and may cause failure resulting in injury, death or significant property damage.

Sensor Warranty. Each RAB Sensor will be free from defects in materials and workmanship for a period, starting from the date of delivery to the end-user, defined as follows:

- Smart Bullet - 10 years
- Stealth Sensor - 10 years
- Gotcha Sensor - 5 years
- Smart Sensors - 5 years
- LightAlert LOS1000 - 5 years
- Tuff Dome - 5 years
- Luminator - 3 years
- LED Sensor Lights - LFlood18W with STL360 - 10 years
- LED Sensor Lights - LFlood18W with Mini Sensor - 5 years

Exceptions. The above warranties shall not apply and RAB makes no representations or warranties with respect to:

- a. plastic globes and polycarbonate lenses of non-LED fixtures;
- b. problems caused by acts of god including without limitation lightning strikes; and
- c. problems caused by any improper action or failure to act by any person or entity other than RAB, including without limitation problems caused by improper installation by the buyer, an authorized RAB distributor, or any other person or entity.
- d. any housing or arm that are pierced for any reason, including without limitation, piercing caused by installation of sensors, photocells or any other purpose. The installation must be sealed properly to maintain water tight operation; any piercing will void the RAB warranty.
- e. using or installing a sensor product in any manner other than as disclosed in the RAB Owner's Manual.
- f. use of RAB sensors with Instant Start ballasts; use with Instant Start ballasts will void the RAB warranty.

Remedy. RAB's obligations for breach of warranty shall be limited to repair or replacement, at RAB's option, of any products or parts which prove to be defective, provided that buyer gives RAB written notice and returns the defective product to RAB in accordance with RAB's return material authorization (RMA) policies, and RAB confirms the defect. Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and RAB shall not be liable for labor or other costs related to de-installation or re-installation.

DISCLAIMER. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RAB EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE RAB'S ENTIRE AND EXCLUSIVE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE PRODUCTS AND ALL PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND OPERATION.

LIMITATION OF LIABILITY. RAB shall not be liable under any theory of relief, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to any breach of warranty, any RAB products and the use thereof, or any other acts or omissions of RAB for: (i) any indirect, incidental, special or consequential damages, whatsoever (including without limitation, loss of anticipated value of a business or its reputation) or (ii) any damage or loss in excess of the price actually paid by buyer to the authorized RAB distributor for the products that caused the damages. Any action by buyer must be commenced within one year after the cause of action has accrued.

Miscellaneous. These product warranty terms shall be governed by the laws of the State of New York. Buyer consents to the personal jurisdiction and venue of the courts of the State of New York. Any legal or equitable claim of any nature arising hereunder shall be filed and maintained in the state or federal courts in the State of New York and buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed RAB, buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding upon RAB or buyer unless in writing and signed by duly authorized representatives of both parties. These product warranty terms shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.