



## TOPAZ, A SOUTHWIRE COMPANY'S LED FIXTURES LIMITED WARRANTY

Southwire Company LLC (hereinafter called "Southwire"), 1 Southwire Drive, Carrollton, GA 30119, warrants to the purchaser that Topaz, a Southwire Company's LED fixtures ("Product(s)") will be free from defect in material and workmanship from the date of installation for the following time periods:

<b>PRODUCT CATEGORY</b>	<b>WARRANTY</b>
LED Panel Luminaires	5 Years
LED Linear Strip and Wrap	5 Years
LED Troffer Luminaires	5 Years
LED Downlights and Flush Mounts	5 Years
LED High Bay Luminaires	5 Years
LED Outdoor Luminaires	5 Years

**LIMITED WARRANTY:** Southwire warrants that its Products shall be free from defect in material and workmanship for a period as stated above from the date of original installation. Southwire will, at its option, repair or replace without charge a defective Product that has not been misused, carelessly handled, or improperly installed, as further defined below. Repair or replacement, as stated above, shall constitute the purchaser's exclusive remedy, which does not extend to transportation, installation, labor or any other incidental or consequential charges. If exact replacements are not available, Southwire reserves the right to provide replacements that are similar in form, fit and functionality.

For light emitting diode ("LED") Products, the Products shall 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.

Exclusions for Products installed outdoors: Products used/installed outdoors may naturally fade or chalk over time due to normal aging. As a result, the painted finishes of Products used outdoors are not warranted against fading or chalking. Only substantial deterioration, in the form of blistering, cracking, or peeling that impact the performance of the Product shall be considered a defect for the purpose of this warranty. Products that are installed in non-conditioned environments and Products that are installed in locations that are routinely exposed to outside air shall be subject to the stipulations in this paragraph.

Any Product which is not installed and operated in accordance with: 1) the current edition of the National Electric Code (NEC); 2) the Standards for Safety of Underwriters Laboratory, Inc. (UL); 3) the Standards for the American National Standards Institute (ANSI); 4) Southwire instructions and guidelines for the Product; is expressly excluded from any warranty coverage. Furthermore, any Product subjected to abnormal stresses or operating conditions, or that is otherwise used for something other than its intended purpose, shall be excluded from warranty coverage. Product failures caused by improper use of occupancy sensors, dimmers or programmable systems are not covered under this warranty.

Southwire shall have no responsibility under this Warranty for any failure of the Products that results from external causes, including without limitation: acts of nature; physical damage; exposure to adverse or hazardous chemicals or other substances; use of reactive cleaning agents and/



or harsh chemicals in proximity to the Products; adverse environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibrations or similar phenomena that result in fatigue failure; harmonic oscillation or resonance associated with movement of air currents around the Product; animal or insect activity; fault or negligence of the purchaser of the Products. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. As some deterioration to the finish of Products is normal over time, only significant deterioration qualifies for coverage under this warranty.

Southwire reserves the right to examine all Products in their installed state prior to the determination of warranty status. All Products must be retained for warranty claims. The warranty period starts on the date of installation. If the date of installation cannot be determined or is unknown, the warranty period will start with the date of the original purchase from Southwire. Warranty coverage is limited to the original purchaser and to Products installed in the original location. In the event that the original purchase date cannot be determined, this warranty period will start on the date of manufacture of the Product. Products which have been relocated since the original installation or have been modified are ineligible for coverage under this warranty.

The foregoing warranty is exclusive of all other statutory, written, or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. The warranty sets forth Southwire's responsibilities regarding the Products and purchaser's exclusive remedy.

**LIMITATION OF LIABILITY:** Southwire will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of Products or any other goods or associated equipment, damage to any associated equipment, cost of capital, cost of substitute products, facilities of service, down time cost, or claims of claimant's customers. Southwire's liability on any claim of any kind for any loss or damages arising out of, resulting from, or concerning any aspect of this warranty or customers use of the Product shall not exceed the price which Southwire was originally paid for the Product which gives rise to the claim. If the original sales price for the Product cannot be determined, then this liability shall be limited to the average price which Southwire was paid for the same Product. Some states do not allow the exclusion or limitation of damages or the length of time for an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damages and implied warranties may not apply to certain claimants. This warranty gives the claimant specific legal rights. The claimant may also have other rights, which vary from state to state.

The foregoing warranty is in lieu of, and Southwire 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 warranty states Southwire's entire and exclusive liability and purchaser's sole and exclusive remedy, in connection with the Products and all their parts, their design, suitability for use, installation and operation.

**WARNING:** Some Southwire products are subject to the warning requirements of California Health and Safety Code Section 25249.5, et seq., commonly known as California Proposition 65. Please refer to your product packaging for more information.

**WARRANTY EXCLUSION CLAUSE FOR PRODUCTS EXPORTED:**

This warranty shall be void for products that are exported outside the U.S. and its territories. The distributor, private labeler or OEM assumes all responsibility imposed by statute, regulation or law on product sold into those markets.