

# LED Professional Luminaire and Pole Limited Warranty

LEDVANCE LLC (LEDVANCE) is pleased to provide a limited warranty for the LED Indoor and Outdoor Fixtures and Poles.

Subject to change without notice —

LEDVANCE LLC (“LEDVANCE”) warrants the Luminaires and Poles (collectively, the “Product”) to be free from defects in materials and workmanship for a period of five (5) years and the finish of the Poles from corrosion for one (1) year from the date of shipment to the Purchaser (“Warranty Period”) when used as directed and subject to the Terms and Conditions herein. If shipment date is unverifiable, the date code of the product plus three (3) months shall be used to determine shipment date. This limited warranty is extended by LEDVANCE to the original end-user at the original installed location only.

If the Luminaire fails to operate, the Pole is structurally defective, or the finish of the Poles corrodes during the applicable Warranty Period due to a manufacturing defect, LEDVANCE will, at its sole option, replace or repair the Product (including by providing replacement finish) at no charge or grant the original purchaser a credit towards Product replacement. If LEDVANCE grants a replacement and Product is not available, a comparable product will be provided. LEDVANCE will not be responsible for labor or transportation costs for removal, return or installation.

## TERMS AND CONDITIONS

This warranty only applies when the Product is properly wired and installed in accordance with the instructions contained in the product installation guide and in applicable Product Information Bulletin. The warranty excludes defects resulting from acts of God, accidents, abuse, fire, vandalism, or civil disturbances. This warranty excludes defects or damage caused by any primary side (line voltage) power source problems including, but not limited to, unregulated power, short circuits or lightning induced power surges, under/over voltage/current conditions, operating outside specified temperature range, or storing the Product outside the specified temperature range. This warranty does not apply to any abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including but not limited to:

- Exceeding the maximum ambient operating temperatures specified in the Product Information Bulletin and or Cut Sheet published on our website.
- Using or storing the product outside the specified temperature range in the Product Information Bulletin and or Cut Sheet.
- Extreme Wind Events such as hurricanes, typhoons or tornadoes expose Poles to flying debris, wind shear, and other unpredictable aerodynamic forces not indicated by the wind velocity ratings.

**PLEASE NOTE:** The Effective Projected Area (EPAs) for Poles are originated from the AASHTO standard Wind Speed Map. Responsibility lies with purchaser for correct Pole selection based on local codes and standards for the job location. A qualified engineering consultant should be used for purchase and installation. To obtain more information on AASHTO Standards please contact American Association of State Highway and Transportation Officials ([www.aashto.org](http://www.aashto.org)). Poles are guaranteed to meet the EPA requirements listed on the product and information bulletin. LEDVANCE is not responsible if a Pole has a lower EPA rating than the indicated wind-loading zone where the Pole is installed, which is the sole responsibility of purchaser. The Pole is designed to mount the Luminaire. Any other use or mounting (banners, flags, or signs) would add stress to the Pole and void the warranty. LEDVANCE shall not be liable for harm or damage caused by any unapproved use. Wind speeds and listed EPAs are for ground-mounted installations. Poles mounted on structures (such as bridges and buildings) must consider the vibration and coefficient of height factors beyond this general guide and purchaser must consult a structural engineer and the local and national standards.

This warranty does not cover any repair, alteration, modification or reinstallation of the Product.

A warranty claim can be reported online at [www.sylvania.com/warranty](http://www.sylvania.com/warranty) or by contacting either LEDVANCE’s National Customer Service & Sales Center at 1-800-654-0089 Fax: 866-632-9674 or the designated LEDVANCE sales representative.

If deemed necessary by LEDVANCE under the terms of this warranty, Purchaser will receive a Return Material Authorization (“RMA”) number, and shall promptly return the Product to the address provided on the RMA or provide evidence of Product defect (photos for Pole Corrosion evidence) as directed by LEDVANCE at the Purchaser’s expense. The RMA must be included on both the packing slip of the Product or Product component being returned and on the outside of the box. FAILURE TO FOLLOW THIS PROCEDURE SHALL VOID THE WARRANTY. IF REPLACEMENT PRODUCT IS PROVIDED UPFRONT FREE OF CHARGE AND THE ORIGINAL PRODUCT IS NOT RETURNED OR THE RETURNED PRODUCT IS NOT COVERED BY THE TERMS OF THE WARRANTY, THE CUSTOMER WILL BE CHARGED FOR THE REPLACEMENT PRODUCT AT THE THEN CURRENT PRICE PLUS SHIPPING COSTS.

If upon examination of the Product, LEDVANCE determines the root cause of failure to be due to a defect in materials or workmanship, LEDVANCE will provide the appropriate remedy as set forth above. LEDVANCE reserves the right to (i) examine all Product to determine the cause of failure and (ii) be the sole judge as to whether a Product is defective and covered under this warranty.

## LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE LIABILITY OF LEDVANCE FOR THE PRODUCT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. IN NO EVENT SHALL LEDVANCE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION. IN NO EVENT SHALL LEDVANCE’S TOTAL LIABILITY FOR ANY REASON HEREUNDER EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT PURCHASED.

Product licensee of trademark in general lighting