



Manufacturer's Limited Warranty

- A.** Mobern Lighting warrants that all of its "legacy" Fluorescent or HID Product(s), other than ballasts, emergency battery packs, lamps and poles supplied in connection therewith, will be free from defects in workmanship and materials for a period of three (3) years from date of shipment (the "Warranty"). **SUCH WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Mobern Lighting, at its option, will repair or replace, F.O.B. our factory, freight prepaid, any Mobern Lighting Product(s), other than ballasts, emergency battery packs, lamps and poles supplied in connection therewith, which are deemed, in its sole and absolute discretion, defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy available to any customer to rectify defects in Mobern Lighting Product(s), other than defects in ballasts, emergency battery packs, lamps and poles sold in connection therewith. Ballasts, lamps and poles are covered by separate manufacturer or factory warranties, if applicable at the time of defect. Therefore, each Mobern Lighting customer or end-user must timely notify Mobern Lighting or the manufacturer directly, if directed to do so by Mobern Lighting in order to preserve the applicable manufacturer's warranty available under this provision. **CUSTOMER OR END-USER FAILURE TO TIMELY COMPLY WITH THIS NOTICE PROVISION MAY VOID THE MANUFACTURER WARRANTY.**
- B.** Mobern Lighting warrants that all of its indoor and outdoor light emitting diode (LED) fixtures, including the LED array, LED drivers and integral control devices, are free of defects in workmanship and materials for a period of five (5) years from the date of shipment. Unless otherwise expressly stated in writing, the LED array will be considered defective if a total of 15% or more of the individual light emitting diodes fail to illuminate. Mobern Lighting reserves the right to determine, in its sole and absolute discretion, whether to repair or replace defective LED fixtures or components. No charge-back, or reimbursement for in-the-field labor or material, or delay in installation, that results from defective products, will be honored, accepted or paid for by Mobern Lighting, unless expressly authorized in writing by Mobern Lighting. In no event shall any inside salesperson or outside sales agent of Mobern Lighting have the authority to bind Mobern Lighting to any such charge under this Warranty. LED boards, drivers and other components are covered by separate manufacturer or factory warranties, if applicable at the time of defect. Therefore, each Mobern Lighting customer or end-user must timely notify Mobern Lighting or the manufacturer directly, if directed to do so by Mobern Lighting in order to preserve the applicable manufacturer's warranty available under this provision. **CUSTOMER OR END-USER FAILURE TO TIMELY COMPLY WITH THIS NOTICE PROVISION MAY VOID THE MANUFACTURER WARRANTY.**
- C.** This Statement of Limited Warranty applies only when Mobern's product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the ballast or LED driver Label. Mobern Lighting will not be responsible for any failure of any Mobern product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean Mobern's product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of

purchaser, any end user of Mobern product(s) and/or any third party not engaged by Mobern Lighting; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Mobern Lighting; use of Mobern's product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Mobern Lighting's reasonable control. Mobern Lighting also will not be responsible for any substantial deterioration in fixture paint finish that is caused by failure to clean, inspect, handle or maintain.

- D. Sensors, controls, emergency battery packs, lamps and poles are covered by separate manufacturer's warranties. Therefore, each Mobern Lighting customer or end-user must timely notify Mobern Lighting or the manufacturer directly, if directed to do so by Mobern Lighting in order to preserve the applicable manufacturer's warranty available under this provision. **CUSTOMER OR END-USER FAILURE TO TIMELY COMPLY WITH THIS NOTICE PROVISION MAY VOID THE MANUFACTURER WARRANTY.**
- E. **IN NO EVENT SHALL MOBERN LIGHTING BE RESPONSIBLE TO REPAIR OR REPLACE ANY PRODUCT THAT WAS NOT USED FOR ITS INTENDED PURPOSE OR THAT WERE INSTALLED OR MODIFIED IN ANYWAY NOT IN ACCORDANCE TO MOBERN LIGHTING'S EXPRESS WRITTEN INSTRUCTION.**
- F. No agent, employee or representative of Mobern Lighting has any authority to bind Mobern Lighting to any affirmation, representation or warranty concerning Products sold by Mobern Lighting unless authorized to do so in writing.