



**STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
Gotham®, Lithonia Lighting® and RELOC® Wiring Solutions Products
FOR SHIPMENTS WITHIN THE UNITED STATES
Rev. 01/14/09**

Acuity Brands Lighting, Inc. (“Acuity”) warrants its Gotham®, Lithonia Lighting® and RELOC® Wiring Solutions products (“product(s)”) to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of one (1) year from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by Acuity unless prior written authority has been granted by our Post-Sale department.

Acuity shall not be liable for damages that result from deliveries that do not occur within a customer’s specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Acuity, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

Products from Lithonia Emergency Systems, except lamps and fuses, are warranted for a period of three (3) years with the following exceptions – AC Power Systems are warranted for 1 year. Warranty limitations the same as above.

All components of the KiloWatch System, consisting of the factory-installed electrical system inside the HID lighting fixtures, the external switching devices, and all KiloWatch modified lighting fixtures used in the KiloWatch System, are warranted for a period of five (5) years, warranty limitations the same as above.

All polycarbonate lens shielding supplied with Rough Service products is warranted against breakage for the lifetime of the product, warranty limitations same as above.

All Indoor HID Industrial lighting fixtures are warranted for a period of five (5) years, warranty limitations the same as above. Anchor bolts must be installed using current factory-furnished templates.

Fluorescent Ballast Guarantee – Ballasts are those of recognized, responsible manufacturers. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballasts found to be in warranty should be made directly to the ballast manufacturer through their local ballast service center or their field representative in order to expedite replacement. Acuity is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective ballasts. Any such costs would be the responsibility of and must be authorized by the ballast manufacturer. Copies of each manufacturer’s standard ballast replacement program are available upon request from Acuity representatives or can be accessed via www.lithonia.com.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ACUITY MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF ACUITY HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

The foregoing limited warranty provides the purchaser’s sole and exclusive remedy relating to Acuity’s products. The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity’s performance or breach of the foregoing limited warranty or from Acuity’s sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY).