



STATEMENT OF LIMITED WARRANTY

FOR LIMELITE TECHNOLOGIES, LLC
8/19/2014

Subject to the exclusions set forth below, LimeLite Technologies, LLC (LimeLite) warrants its emergency and safety fixtures and/or emergency and safety batteries ("Product(s)") to be free from defects in materials and workmanship and maintain applicable "code compliance" for the respective time periods set forth in the applicable table below, from the date of shipment from LimeLite facilities (the "General Warranty"). An emergency or safety battery ("Battery"), whether sold separately, as part of an emergency or safety fixture ("Emergency Fixture") or as part of another LimeLite product, will be considered defective only if it fails to perform for a full 90 minutes during required annual testing. The Lighting Warranty applies only when (1) Emergency Fixtures or other LimeLite products containing Batteries have been continuously connected to an AC input power source, or (2) Batteries sold separately have been placed in fixtures continuously connected to an AC input power source, in each case within 90 days of the date of purchase. Incandescent lamps and fuses are not warranted.

EMERGENCY FIXTURE TABLE

Side Lite	5 years prorated
Exit Lite	5 years prorated
Night Lite	10 years prorated
Exit Lite w Helios™	10 years prorated

Notwithstanding any other potential remedy described herein, if an Emergency or Safety Fixture is determined to be defective during the applicable warranty period, set forth in the table above, the sole and exclusive remedy shall be a discount toward the purchase of a replacement product as set forth in the applicable chart below.

LimeLite reserves the right to modify or discontinue this warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

Side Lite & Exit Lite Warranty Replacement Schedule (5 Year Limited Warranty - Prorated)

Time After Shipment	Replacement Cost
Less than 2 years	N/A (repair or replacement only)
Greater than 2 years but less than 3 years	50% of MSRP at time of replacement request
Greater than 3 years but less than 4 years	75% of MSRP at time of replacement request
Greater than 4 years but less than 5 years	90% of MSRP at time of replacement request

Night Lite & Exit Lite with Helios™ Warranty Replacement Schedule (10 Year Limited Warranty - Prorated)

Time After Shipment	Replacement Cost (price does not include price of shipping)
Less than 2 years	N/A (repair or replacement only)
Greater than 2 years but less than 4 years	50% of MSRP at time of replacement request
Greater than 4 years but less than 6 years	60% of MSRP at time of replacement request
Greater than 6 years but less than 8 years	70% of MSRP at time of replacement request
Greater than 8 years but less than 10 years	80% of MSRP at time of replacement request



This Statement of Limited Warranty (“Warranty”) applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. LimeLite will not be responsible under this Warranty for any failure of the 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 the 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 the Product(s) and/or any third party not engaged by LimeLite; improper or unauthorized use, installation, handling, storage, alterations, maintenance or service, including failure to abide by any product classifications or certifications, recommendations, product specification sheets, or instructions of LimeLite; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond LimeLite’s reasonable control. LimeLite also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operation history, maintenance and/or testing must be kept by the end user and provided to LimeLite upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Product(s) warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Products) required to accommodate site conditions and/or faulty building construction or design. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer products(s), all of which are governed by separate limited warranty terms.

If the Product(s) fail to comply with the terms of this Warranty, LimeLite, at its option, will repair or replace the Emergency Fixture(s) with the same or a functionally equivalent Emergency Fixture(s) or component part(s) per discount specified above. This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The specified repair or replacement or discount are the sole and exclusive remedies for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized LimeLite post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by LimeLite, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a “return authorization number” which can be obtained only from an authorized LimeLite post-sales or customer service representative. LimeLite is not responsible for any costs or expenses incurred in connection with shipment of Product(s) to LimeLite, but LimeLite shall bear all cost and expenses incurred in connection with shipment of replacement Products(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND LIMELITE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF LIMELITE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM LIMELITE.

The total liability of LimeLite 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, LimeLite’s performance or breach of this Warranty, or from LimeLite’s sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL LIMELITE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY 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, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.