

**LIMITED WARRANTY.** Universal Douglas, 51 Century Blvd., Suite 230, Nashville, TN 37214-3683, 1-800-225-5278, (hereinafter called “Universal”) warrants to the purchaser and first end-user purchaser only, that its LED lighting products (hereinafter called “Lighting Products”) will be free from defects in material and workmanship for the specified warranty periods listed below (each hereinafter called a “Warranty Period”), subject in all cases to the exclusions, limitation and other provision of this Limited Warranty. If any Lighting Product does not meet the limited warranty provided in the preceding sentence and such defect is reported in writing to Universal during the applicable Warranty Period, then the sole obligation of Universal, and the **SOLE AND EXCLUSIVE REMEDY** under this limited warranty, shall be limited to the replacement and/or repair of such non-performing Lighting Product with, at Universal’s sole discretion, the same type of Lighting Product or a Lighting Product which is substantially similar thereto. This warranty does not include any removal or reinstallation costs or expenses, including any labor costs or expenses, shipping costs to return non-conforming products or any damages that may occur during the return of product. Other than with respect to the duration of the Warranty Period for the items denoted below with a (“\*\*”) or separately agreed to in a written agreement, if any term or condition of this Limited Warranty conflicts with any term or condition of or contained in any other Universal or purchaser document (including any RFQ or RFP), including but not limited to Universal’s Terms and Conditions of Sale or any product specification sheet, Application and Performance Data Sheet or similar document for any Lighting Product (collectively “Product Specification Sheet”), the terms and conditions of this limited warranty shall control.

**WARRANTY PERIODS.** All Warranty Periods are measured beginning from the date of manufacture. Lighting Products not falling within one of the below listed categories shall have a Warranty Period of 12 months. Replacement and/or repair of Product does not extend this limited warranty beyond the original Warranty Period. The applicable Warranty Period for the type of Lighting Products listed below are as follows:

<b>LED Drivers</b>	Up to 60 Months*
<b>LED Modules</b>	60 Months**
<b>LED Custom Modules <sup>1</sup></b>	60 Months**
<b>LED Full Custom Modules <sup>2</sup></b>	60 Months (Manufacturing defects only)
<b>LED Tubes</b>	60 Months (48 Months when used with ballast factors >1.0)
<b>LED Luminaires</b>	Shorter of 120 Months or 50,000 hours of operation
<b>LED Retrofit Kits</b>	Shorter of 120 Months or 50,000 hours of operation
<b>LED Sign Chains and Tubes</b>	Shorter of 120 Months or 50,000 hours of operation (36 Months when used with non-ULT driver)
<b>LED Tube + Driver Kits</b>	72 Months
<b>Controls</b>	60 Months

\* With respect to the items denoted above with a (“\*\*”), the duration of the Warranty Period will vary depending on the specific Lighting Product. The exact Warranty Period for the items denoted with (“\*\*”) shall be provided on the Product Specification Sheet, for such Lighting Product.

\*\* **COVERED DEFECTS FOR LED MODULES.** For purposes of this limited warranty, a defect in an individual LED End Product shall be defined as one or more individual LEDs dark at initial installation or greater than 10% of individual LEDs dark during the Warranty Period. The Warranty Periods are based on normal operating conditions in compliance with the written specifications of Universal.

<sup>1</sup> **CUSTOM MODULES:** Modules designed, and components sourced, solely by ULT to meet specific criteria provided by the Customer.

<sup>2</sup> **FULL CUSTOM MODULES:** Modules that utilize Customer specified components that ULT has not tested for reliability. These modules are designated with “MLW” (Module Limited Warranty) in the part number.

**EXCLUSIONS; TESTING.** This limited warranty is conditional and excludes (i) Lighting Products which have been abused, altered, improperly or insufficiently maintained, improperly operated, subjected to power surges or fluctuations, accidents, acts of nature, misuse, use as not intended, repairs by others, damage when removing, (ii) normal wear and tear or normal usage, (iii) any Lighting Product not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), or the International Electrotechnical Commission (IEC), (iv) power supplies, electrical components, controls or components used in the Product which are not manufactured by Universal ( applicable warranties for items manufactured by third parties are the sole responsibility of such third parties), (v) luminaires and modules operated in areas where contaminants such as sulfur, chlorine, or petroleum based solutions are present, (vi) freezer applications (contact Universal for prior approval), (vii) yellowing of polycarbonate or acrylic material used in the Products, (viii) Products which are subjected to in excess of 18 power cycles/day. This limited warranty is not applicable to and excludes any Lighting Product which has not been installed and operated in accordance with Universal's specifications and connection diagrams or Lighting Products which have been submitted to abnormal operating conditions. This includes, but is not limited to, temperatures that exceed those specified in ULT's published literature. The conditions for any tests to be performed on Lighting Products which are claimed to have not performed in accordance with the terms of this limited warranty shall be mutually agreed upon in writing and Universal may be represented at any such tests.

**DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, UNIVERSAL DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY LIGHTING PRODUCT(S). NO PERSON (INCLUDING ANY AGENT, SALESMAN, DEALER OR DISTRIBUTOR) HAS AUTHORITY TO EXPAND THE COMPANY'S OBLIGATION BEYOND THE TERMS OF THIS EXPRESS WARRANTY, OR TO STATE THAT THE PERFORMANCE OF THE PRODUCT IS OTHER THAN THAT PUBLISHED BY THE COMPANY AND ANY PURPORTED ATTEMPT TO DO SO SHALL BE NULL AND VOID**

**LIMITATIONS OF LIABILITY.** To the fullest extent permitted by applicable Law, this limited warranty sets forth the exclusive remedy available to any permitted claimant and under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will Universal be liable for consequential, direct, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, loss of goodwill, cost of capital, cost of substitute product, facilities or services, down time costs or claims of claimant's customers. Universal's liability for all claims of any kind or for any loss or damages arising out of, resulting from or concerning any aspect of this limited warranty or from the Lighting Products or services furnished hereunder, shall not exceed the price of the specific Lighting Product which gives right to the claim and only applies if replacement/repair does not solve the issue. This exclusive limited warranty shall not be deemed to have failed its essential purpose as long as Universal is willing and able to carry out the terms of this limited warranty.

**WARRANTY REPORTING.** The obligations of Universal under this limited warranty shall not arise unless Universal is notified in writing of a defect that is accompanied by a written statement specifying the claim of defect within sixty (60) days after an alleged defect is first known and no later than the expiration of the applicable Warranty Period. Any warranty claims and the supporting statement shall be sent to Universal's Warranty department at the address listed below.

**ACCESS TO SITE.** Buyer agrees to provide access to the failed Product at the installation, if deemed necessary by Universal.

**REQUIRED PROVISIONS DEEMED INSERTED.** Each and every term, provision clause which is required by any applicable law or regulation to be inserted in this limited warranty shall be deemed to be inserted herein, and this limited warranty shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of Universal or any purchaser or first end-user purchaser of the Lighting Products, this limited warranty shall forthwith be automatically amended to make such insertion or correction. This limited warranty is not transferable.

For Technical Engineering Services (TES), application support and warranty information, call **1-800-225- 5278**