

LED PRODUCT AND BUILDING SYSTEM SOLUTIONS 5 YEAR LIMITED WARRANTY



1. H. E. Williams, Inc. or Platformatics, Inc. (each individually a "Manufacturer") warrants to the original purchaser that each of its LED products, lighting fixtures, controls, Internet of Things (IoT) and Building System Solutions (the "LED Product(s)") and the finish on the LED Products will both be free from defects in material and workmanship. This warranty shall be valid for a period of five years from the date of shipment of the LED Product from Manufacturer's facility. This Limited Warranty extends only to Manufacturer's original purchaser. Manufacturers of ballasts, lamps, emergency batteries, photocells, poles and other components incorporated into the LED Products are solely responsible for any costs or expenses related to any warranty claims, repairs, or replacements associated with any such component(s). Contact information for any such manufacturer may be obtained from the Manufacturer's authorized customer service representative. Hardware and software particular to a Manufacturer's building system solutions replacement credit will be discounted by 20% per annum at the start of year.
2. An LED Product will be considered defective if it fails to operate in accordance with the performance specifications set forth in the documentation accompanying the LED Product or on published Manufacturer's Specification sheets. An LED Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 15% of the total number of LED components in the LED Product. The finish on an LED Product will be considered defective if it exhibits cracking, peeling, excessive fading or corrosion during the term of this Limited Warranty. During the Limited Warranty period some fading, staining or chalking of the finish may occur. This is normal aging for the finish used, is not a manufacturing defect, and is not covered by this Limited Warranty.
3. The Manufacturer, or its designated agent shall have the right to inspect any LED Product prior to executing any remedy as stated within this Limited Warranty. The original purchaser shall be responsible for safeguarding and holding any alleged defective product for Manufacturer's inspection. The Manufacturer shall have the option, in its discretion, to 1) instruct the purchaser to ship the LED Product, or any part thereof, to Manufacturer at the purchaser's expense, 2) to have its designated agent inspect the product at the original purchaser's premises, or 3) to require the original purchaser to supply to Manufacturer digital photographs of the defective LED Product, or any part thereof.
4. At the Manufacturer's option, should any LED Product, or part thereof, be determined by Manufacturer to be defective, the Manufacturer's obligation shall be limited to the following: 1) furnish a replacement LED Product, 2) supply replacement parts, 3) repair the LED Product, or 4) give the original purchaser a credit for the defective LED Product, or part thereof. If the Manufacturer chooses to replace the LED Product and is not able to do so because it has been discontinued or is not available, Manufacturer's may replace the product with a comparable product. The original purchaser shall be responsible for all costs of packaging and shipment of the replacement LED Product or part to and from the Manufacturer's factory. The Manufacturer reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. This Limited Warranty excludes, among other items, reimbursement for inconvenience, field labor, providing access to products (scaffolding, lifts, reinstallation, etc.), removal, loss of use, damages arising from product failure, or any other costs or expenses. Furnishing of a replacement LED Product or a replacement part under the terms of this Limited Warranty shall not begin a new warranty period related to such replacement LED Product or part but rather shall be limited to the original warranty period associated with the defective product.
5. This Limited Warranty, without limitation, does not apply to and excludes claims or damage to the LED Product or parts thereof resulting from any cause other than defective materials or workmanship, including, but not limited to, claims and damages resulting from: 1) incorrect or improper handling, storage or installation of LED Products or parts thereof, 2) failure to follow operating, maintenance or environmental instructions prescribed by Manufacturer's or applicable electrical codes, 3) fault or negligence of the original purchaser, any end user of the LED Products and/or any third party not engaged by the Manufacturer, 4) misuse, abuse, negligence, accident or use of the LED Product beyond product specifications, 5) connection of the LED Products to third party sensors, dimmers, emergency packs, batteries, signal lines or devices, etc., 6) alteration or repair of the LED Product by anyone but Manufacturer's or its authorized representatives, 7) acts of God or accident, 8) improper maintenance or service of the LED Product, or 9) abnormal site or usage conditions, including, but not limited to, animal or insect activity, power surges; improper power supply; electrical current fluctuations, including under/over voltage or under/over current; corrosive environment installations; excessive ambient temperatures; induced vibration; harmonic oscillation, or resonance associated with movement of air currents around the LED Product.
6. If the original purchaser, or subsequent purchasers, issues a warranty to its customers that differs from this Limited Warranty, such warranty shall not amend or modify this Limited Warranty and Manufacturer shall not be responsible for any portion of the original purchaser's, or subsequent purchaser's, warranty.
7. **THE MANUFACTURER MAKES NO FURTHER WARRANTIES WHATEVER, EXPRESS OR IMPLIED, AND ALL FURTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL THE MANUFACTURER HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES CLAIMED BY THE ORIGINAL PURCHASER, CONSUMER, OR ANY OTHER PARTY IN CONNECTION WITH THE MANUFACTURER'S LED PRODUCTS OR THIS LIMITED WARRANTY. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY WITH RESPECT TO THE MANUFACTURER'S LED PRODUCT WHICH IS DEFECTIVE SHALL BE LIMITED TO THE EXPRESS REMEDIES AS STATED IN PARAGRAPH 4 HEREOF.**
8. No modification of this Limited Warranty shall be in effect unless issued in writing and signed by Manufacturer's authorized factory representative. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Limited Warranty in any manner.
9. If any of provision of this Limited Warranty is determined to be unenforceable, the remainder shall remain in full force and affect.
10. This Limited Warranty shall be governed by the laws of the State of Missouri, United States of America.

Effective December 22, 2020

This supersedes all previous warranties.