



H. E. WILLIAMS, INC.

## LED PRODUCT 5 YEAR LIMITED WARRANTY

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1. H. E. Williams, Inc. ("HEW") warrants to the original purchaser that each of its LED products (the "HEW LED Products") and the finish on the HEW 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 HEW LED Product from HEW's facility. This Limited Warranty extends only to HEW's original purchaser. Manufacturers of powers supplies, LED modules, emergency batteries, photocells, poles and other components incorporated into the HEW LED Products are solely responsible for any costs or expenses related to any warranty claims, repairs, or replacements associated with any such component(s) in accordance with their warranty policies. Contact information for any such manufacturer may be obtained from an authorized HEW customer service representative.
2. An HEW LED Product will be considered defective if it fails to operate in accordance with the performance specifications set forth in the documentation accompanying the HEW LED Product or on published HEW Specification sheets. An HEW 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 HEW LED Product. The finish on an HEW 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. HEW, or its designated agent shall have the right to inspect any HEW 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 HEW's inspection. HEW shall have the option, in its discretion, to 1) instruct the purchaser to ship the HEW LED Product, or any part thereof, to HEW 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 HEW digital photographs of the defective HEW LED Product, or any part thereof.
4. At HEW's option, should any HEW LED Product, or part thereof, be determined by HEW to be defective, HEW's obligation shall be limited to its choice of the following: 1) furnish a replacement HEW LED Product, 2) supply replacement parts, 3) repair the HEW LED Product, or 4) give the original purchaser a credit for the defective HEW LED Product, or part thereof. If HEW chooses to replace the HEW LED Product and is not able to do so because it has been discontinued or is not available, HEW may replace the product with a comparable product. The original purchaser shall be responsible for all costs of packaging and shipment of the replacement HEW LED Product or part to and from HEW's factory. HEW 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 HEW LED Product or a replacement part under the terms of this Limited Warranty shall not begin a new warranty period related to such replacement HEW 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 HEW LED Product or parts thereof resulting from any cause other than defective materials workmanship, including, but not limited to, claims and damages resulting from: 1) incorrect or improper handling, storage or installation of HEW LED Products or parts thereof, 2) failure to follow operating, maintenance or environmental instructions prescribed by HEW or applicable electrical codes, 3) fault or negligence of the original purchaser, any end user of the HEW LED Products and/or any third party, 4) misuse, abuse, negligence, accident or use of the HEW LED Product beyond product specifications, 5) connection of the HEW LED Products to third party controls, sensors, dimmers, emergency packs, batteries, signal lines or devices, etc., 6) alteration or repair of the HEW LED Product by anyone but HEW or its authorized representatives, 7) acts of God or accident, 8) improper maintenance or service of the HEW LED Product, 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 HEW LED Product, 10) fire, 11) vandalism, and 12) civil disturbances. This Limited Warranty, without limitation, does not apply to and excludes claims related to field labor and service charges related to the repair or replacement of HEW 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 HEW shall not be responsible for any portion of the original purchaser's, or subsequent purchaser's, warranty.
7. **HEW 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 HEW 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 HEW LED PRODUCTS OR THIS LIMITED WARRANTY. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY WITH RESPECT TO ANY HEW 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 HEW'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 June 2015.  
This supersedes all previous warranties.