

## STATEMENT OF LIMITED WARRANTY

### FOR TRIBORO CORPORATION LIGHTING BRANDS, CANLET LIGHTING AND PACE ILLUMINATION

#### **LED COMMERCIAL OUTDOOR PRODUCTS FOR SHIPMENTS WITHIN THE UNITED STATES, CANADA AND MEXICO 01.28.15**

Subject to the exclusions set forth herein, Triboro International Corporation (“Triboro”) warrants its commercial outdoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices (“Product(s)”), to be free from defect in material and workmanship (the “General Warranty”) for a period of five (5) years from the date of shipment from Triboro’s facilities. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of fifteen percent (15%) or more of the individual light emitting diodes in the Product(s) fail to illuminate. The painted finish on the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, as manifested by blistering, cracking or peeling. The painted finish is not warranted against fading or “chalking” as Product(s) may naturally fade or “chalk” over time due to normal aging and routine exposure to the elements of an outdoor or commercial environment.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, damages or replacements associated with the failure of any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer’s warranty may be obtained from an authorized Triboro post-sales or customer support representative.

This Statement of Limited Warranty (“Warranty”) applies only when the Product(s) are installed in applications where the ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver label. Triboro will not be responsible under this Warranty for any failure of the Product(s) resulting from external causes such as: acts of nature, physical damage, exposure to hazardous or adverse chemical substances, use of reactive cleaning agents and/or harsh chemicals used to clean the Product(s), environmental conditions, vandalism, fire, power failure, improper power supply, power surges or dips, excessive switching, induced vibration, animal, insect or plant activity, fault or negligence of installer, fault or negligence of purchaser, any end user of the Product(s) and /or third party not engaged by Triboro, improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any

applicable standards, codes, recommendations, product specification sheets or instructions of Triboro, use of the Product(s) with products, processes or materials supplied by any end user or third party or any other occurrences beyond Triboro's reasonable control. Triboro will also not be responsible under this Warranty for any substantial deterioration in the Product(s) finish that is resultant of failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing anchorages, foundations or structures and all consequences arising from their use. Adequate records of operating history, maintenance and/or testing must be kept by the end user and provided to Triboro upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate or acrylic material used in the Product(s) is warranted against yellowing or discoloration as yellowing and discoloration may naturally occur over time and exposure to certain environments and normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building or other structural element designs. In addition, the Product(s) are not warranted against cost resulting from installation of third party components, failures or third party supplied components or failures of Triboro supplied Product(s) caused by a third party supplied component(s). This warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s).