



## PROGRESS LIGHTING LIMITED WARRANTY

**Limited Warranty (“Warranty”):** Subject to the exclusions set forth below, Progress Lighting, Inc. (“Progress”) warrants that (i) all Progress manufactured products (“Products”) will be free from defects in material and workmanship which cause the Products to fail to operate in accordance with the specifications set forth in the documentation published or provided with the Products (the “Specifications”) for a period of one (1) year from the date of shipment (“Non-LED Warranty Period”) and (ii) all Progress light emitting diode (“LED”) Products, will be free from defects in material and workmanship which cause the Products to fail to operate in accordance with the Specifications for a period of five (5) years from the date of shipment (“LED Warranty Period”). For purposes of this Warranty, references to “Warranty Period” shall refer to either the Non-LED Warranty Period or the LED Warranty Period, depending on the type of Product purchased by the End User. Progress warrants that any standard finish on a Product (other than Homestyle branded Products) will be free from cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. Extended warranties for Progress fan motors and Energy Star® Products may apply; please refer to Progress Product manuals for more information. For LED Products, the LED arrays in the Products will be considered defective in material or workmanship only if a total of 15% or more of the individual LEDs in the Products fail to illuminate.

**Exclusions:** This Warranty applies only when the Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications, including, without limitation, installation in applications in which ambient temperatures are within the range of specified operating temperatures and operation within the electrical values shown on the Specifications. Progress shall have no responsibility under this Warranty for any failure of the Products that results from external causes including without limitation: acts of nature; physical damage; exposure to adverse or hazardous chemicals or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Products; environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; fatigue failure or similar phenomena resulting from induced vibrations, harmonic oscillation or resonance associated with movement of air currents around the Product; animal or insect activity; fault or negligence of the purchaser of the Products, any end user of the Products and/or any third parties not engaged by Progress, 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, use of Products with products, processes or materials supplied by the purchaser of the Products, any end user or third parties, or any other occurrences beyond Progress’s reasonable control. In addition, Progress shall have no responsibility under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Products. During the Warranty Period some staining, chalking or fading may occur. This is normal aging of the finish and is not a manufacturing defect; therefore it is not covered by this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. If the Products are used on existing foundations, anchorages or structures, the purchaser of the Products and/or any end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use.

Adequate records (as determined by Progress in its sole discretion) of operating history, maintenance, and/or testing must be kept by the end user and provided to Progress upon request to substantiate that the Products have failed to comply with the terms of this Warranty. The Products 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. In addition, the Products are not warranted against cost resulting from installation of third party components, failures of third party supplied components, or failures of Progress supplied Products caused by third party supplied components. This Warranty is not applicable to any product(s) which are not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters’ Laboratory, Inc. (UL), or the standards for the American National Standards Institute (ANSI), and with Progress instructions and guidelines for the Product. THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT WAS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY PROGRESS IN WRITING.

Except as otherwise set forth herein, Progress does not warrant ballasts, battery packs, lamps, photocells, occupancy sensors, low voltage indicators, fuses, surge suppressors, surge protection devices, high intensity discharge (“HID”) components and other third party devices that are not manufactured by Progress, which are covered by the applicable third party manufacturer warranty (if any). Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such devices. Warping of wooden or plastic blades is not covered by this Warranty. Metal finishes on Homestyle brand outdoor Products are not covered by this Warranty.

**Remedy:** If the Product(s) fail to comply with the terms of this Warranty and the end user (and the purchaser of the Product(s) if different from the end user) has fully complied with all of the obligations under this Warranty and the Terms and Conditions of Sale for Progress (which are available at [www.hubbellighting.com/terms\\_and\\_conditions](http://www.hubbellighting.com/terms_and_conditions)) including, without limitation, payment in full in respect of the Products, Progress, at its sole option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). Specifically, Progress will repair the Product, replace with a similar or like Product (as determined by Progress in its sole discretion), or issue a credit to the purchaser which may be used for future Progress product purchases. (The amount of such credit shall be calculated by Progress at its sole discretion). Progress reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any

Product covered by this Warranty. This Warranty excludes any and all removal or reinstallation costs and expenses including, without limitation, labor and equipment required to remove and/or reinstall original or replacement Product(s) or parts, shipping costs to return nonconforming Products(s) or any damage that may occur during the return of any Product(s) to Progress. This Warranty only extends to the Products as delivered to, and is for the sole and exclusive benefit of, the end user of the Products at the original location. Progress reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this Warranty. This Warranty may not be transferred or assigned by the end user. The repair, issuing of future purchase credit or replacement of any Products or component part within the Products is the sole and exclusive remedy for failure of the Products to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding Products must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized Progress customer service representative. Products or component parts may be required to be returned for inspection and verification of non-conformance by Progress, but no Products or component parts will be accepted for inspection, verification or return unless accompanied by a completed return materials authorization form which can be obtained only from an authorized Progress customer service representative. Progress is not responsible for any costs and expenses incurred in connection with the shipment of Products to Progress, but Progress shall bear all cost and expense incurred in connection with the shipment of replacement Products to the end user.

**NO OTHER WARRANTIES:** THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND PROGRESS EXPRESSLY DISCLAIMS ANY AND 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 ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROGRESS OR ANY EMPLOYEE, AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF PROGRESS PRODUCTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY. NO EMPLOYEE, AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF PROGRESS PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM PROGRESS.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL PROGRESS'S TOTAL LIABILITY IN RESPECT OF 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 PROGRESS'S PERFORMANCE OR BREACH OF THIS WARRANTY, OR FROM PROGRESS'S SALE, DELIVERY, RESALE, REPAIR, OR REPLACEMENT OF ANY PRODUCT(S) OR THE FURNISHING OF ANY SERVICE, 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. IN NO EVENT SHALL PROGRESS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE 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, LOSS OF USE OF THE PRODUCT(S) OR ANY ASSOCIATED EQUIPMENT, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASER OF THE PRODUCTS OR THE END USER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS.

**Right to Modify or Discontinue Warranty:** This Warranty is effective for the purchases of Products on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Progress 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 Products purchased after such modification or discontinuance.

Effective February 15, 2017