

Effective Date: January 31st, 2017

HI-LL Series Long-Life Photocontrol  
HI-LL-xxx-xx-xx-12  
12 YEAR LIMITED WARRANTY

This limited warranty is provided by Howard Industries, Inc. - Lighting Products Division ("Seller") to the original purchaser of the above-referenced Long-Life Photocontrol model that is identified on Seller's invoice reflecting the original purchase (the "Product"). This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition, in its original packaging, and unopened. Seller warrants that the Product, when purchased in new condition, in its original packaging, and unopened, will be free from defects in material and workmanship for a period of TWELVE (12) YEARS from the date of the original purchase of the Product from Seller ("Warranty Period"). The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, refund the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not cover Product with physical damage, including but not limited to, broken windows, projectile damage, cut legs, water entry due to improper storage before installation or after removal, crushed cover, units that have been tampered with, opened or operated outside of rated voltage or in excess of rated load, or other damage or loss or failure caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance, associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the Warranty Period.

In order to make a claim under this limited warranty: (1) Seller must be notified within sixty (60) days after discovery of the alleged defect (notification may be made via telephone by calling 1-800-956-3456 or (601) 422-0033, via mail to Howard Industries, Inc. - Lighting Products Division, PO Box 1590, Laurel, MS 39441 or via fax to (601) 422-1652); (2) proof of purchase satisfactory to Seller must be submitted; and (3) if requested by Seller, the Product must be returned to Seller, or to its authorized service provider, freight prepaid, for inspection and test analysis.

THE WARRANTIES EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND SELLER HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

THE SOLE AND EXCLUSIVE REMEDY, AND SELLER'S ENTIRE AND EXCLUSIVE LIABILITY, FOR BREACH OF THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO A REFUND OF THE ORIGINAL PURCHASE PRICE, OR, IN SELLER'S SOLE DISCRETION, REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSSES IN PROFITS, LOSSES IN REVENUE, LOSSES IN SAVINGS, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COSTS OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), COSTS OF TIME, THIRD PARTY CLAIMS, OR INJURY TO PROPERTY. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product made on or after the effective date set forth above. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

As a condition to qualify for refund of original Photocontrol purchase price or replacement under the provisions of this limited warranty, defective product must be available for return to Howard Industries, Inc. at its request for inspection and test analysis. Prior written approval for return must be obtained from the factory.