

Lithonia Lightinga division of Acuity Brands Lighting, Inc. (“Lithonia Lighting”)Special Fatigue Addendum

In addition to the Lithonia Lighting standard Terms and Conditions of Sale located at www.lithonia.com, Lithonia Lighting offers the following Special Fatigue Warranty on steel poles sold by Lithonia Lighting (the “Products”) to the end user, provided that such Products are at all times located at the original installation location, subject to the exclusions set forth below. The Special Fatigue Warranty provided for herein is for the sole and exclusive benefit of the end user of the Products and does not confer any rights, third party benefits or claims upon any other person or entity other than the end user of the Products. The Special Fatigue Warranty provided herein may not be transferred or assigned by the end user of the Products without the prior written consent of Lithonia Lighting; provided, however, that the end user of the Products may transfer or assign this Special Fatigue Warranty to a successor in interest by merger, operation of law, assignment or purchase of all or substantially all of the end user’s assets. Lithonia Lighting may transfer, assign, and subcontract any or all Special Fatigue Warranty services to be provided hereunder.

Lithonia Lighting further warrants the Products against failure caused by fatigue or similar phenomena resulting from induced vibration, harmonic oscillation or resonance, associated with movement of air currents around the Product, for three (3) years from date of shipment (the “Special Fatigue Warranty”).

The Lithonia Lighting Special Fatigue Warranty excludes labor required to remove and/or reinstall Products or component parts. Lithonia Lighting shall not be responsible under this Special Fatigue Warranty for any failure of the Products which is a result of external causes; physical damage; accident; theft; vandalism; animal or insect infestation; environmental conditions; acts of nature (including, but not limited to, earthquake, flood, tornado, typhoon, hurricane or lightning); power surges or failure; improper electrical/power supply or failure thereof; overloading; abuse; fault or negligence of the end user or any third party not engaged by Lithonia Lighting; improper or unauthorized use, installation, handling, storage, alteration, service or repairs by end user or any third party not engaged by Lithonia Lighting. If the Products are to be used on an existing foundation or on other structures, end user assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom. Repair or replacement of any Products or component parts does not extend the original Special Fatigue Warranty period.

THE FOREGOING SPECIAL FATIGUE WARRANTY TERMS AND THE WARRANTY TERMS SET FORTH IN THE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND IN THE TERMS AND CONDITIONS OF SALE, LITHONIA LIGHTING MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT AN EXPRESS, WRITTEN AUTHORIZATION FROM LITHONIA LIGHTING, NO DISTRIBUTOR OR SUPPLIER OF LITHONIA LIGHTING PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS SPECIAL FATIGUE WARRANTY OR ANY WARRANTY SET FORTH IN THE TERMS AND CONDITIONS OF SALE.

Any Special Fatigue Warranty claims must be asserted by the end user in writing within sixty (60) days after discovery of the failure. Repair or replacement of the Products or component parts is the end user's sole and exclusive remedy for a breach of the Special Fatigue Warranty set forth herein. The total liability of Lithonia Lighting on 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, a Lithonia Lighting breach of the foregoing Special Fatigue Warranty, shall in no event exceed the purchase price of the Products, and any and all such liability shall terminate upon the expiration of the Special Fatigue Warranty period specified above.

In the event that Lithonia Lighting repairs or replaces any Products or component parts due to a cause for which the manufacturer thereof, or its agents or suppliers, offer a warranty, or may be otherwise legally responsible, the end user hereby assigns all such warranties and rights to recover to Lithonia Lighting.

IN NO EVENT SHALL LITHONIA LIGHTING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY.

Lithonia Lighting reserves the right to modify or discontinue this Special Fatigue Addendum without notice.