

TECHLIGHT WARRANTY

LIMITED WARRANTY & LIMITATION OF LIABILITY

Techlight warrants its poles and fixtures to be free from defects in materials and workmanship for the warranty period from the date of shipment. Techlight retains the right to either repair or replace any part of the equipment delivered hereunder which under normal and proper use proves to be defective in workmanship or material within the warranty period from date of shipment by Techlight. The correction of such defects by repair or replacement shall constitute fulfillment of all Techlight obligations with respect to the equipment sold hereunder.

It is expressly stated that Techlight assumes no liability for indirect, incidental, consequential damages of any kind or liquidated damages arising out of a breach of the sale, including any warranties arising there from, and buyer's remedy shall be limited to repair or replacement of defective parts as described above. Any finish damage or failure due to any circumstances out of the control of Techlight, including, but not limited to damages during shipping, handling, unpacking, or installation: damage caused by moisture or other contaminants; improper storage; damage or failure caused by acts of God; or other misuse or abuse will void all warranty claims. The liability of Techlight under this warranty for any loss or damage to the equipment or to the persons or property allegedly caused by the equipment, whether based on contract, strict tort liability, negligence or warranty shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate.

Any assistance Techlight provides to the original purchaser outside of the terms and exclusions of these warranties will not constitute a waiver of the warranty terms and exclusions, nor will such assistance revive or extend the warranty. These warranties are given in lieu of all other warranties expressed or implied, including and without limitation, the warranty of merchantability and the warranty of suitability for a particular purpose.

Purchaser must notify Techlight in writing within 10 days of noticing the defect.

Techlight reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty.

TECHLIGHT WILL NOT ALLOW CHARGES FOR LABOR, TRAVEL, LIVING EXPENSES, INSPECTIONS, MATERIALS, ETC. THAT DOES NOT HAVE PRIOR WRITTEN APPROVAL BEFORE SUCH WORK IS IMPLEMENTED.

Notice of any warranty claim or request for warranty service should be sent to Techlight at the following address or fax number:

Techlight
2707 Satsuma Drive
Dallas, TX 75229
Fax: 214-350-9137

Note: Catalog pages are for reference only. Specifications and dimensions may change without notice. The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral, express, or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

LIMITED PRODUCT WARRANTY

GENERAL LAMP/BALLAST WARRANTY

Claims for system components such as lamps and ballasts found to be within their respective warranty periods should be made directly to the manufacturer through their local service center for field representative.

TECHLIGHT COMMERCIAL LED FIXTURE/LED RETROFIT WARRANTY

Techlight warrants the LED lighting Product(s) to be free from defects in material and workmanship for a period of five years for metal parts and finishes, and, five years for LED Light Engines and LED Power Components, from the date of shipment. The LED product will only be considered defective if 15% or more of the individual light emitting diodes fail to illuminate.

As part of our effort to provide the highest quality lighting fixtures for our customers, Techlight test fires every individual LED fixture prior to shipment. However, unlike HID systems, LED systems require a system of electronic components to operate. For electronics, the performance of a system composed of a number of components is typically characterized by a minor initial failure rate (infant mortality

period), followed by a long period with an extremely low rate of failures. Techlight recommends that the installing contractor include a clause in their bid to revisit the job site within 45-60 days to address any failures that may have occurred during this initial time period.

TECHLIGHT LANDSCAPE LED WARRANTY

Techlight warrants the LED lighting Product(s) to be free from defects in material and workmanship for a period of three years for LED Light Engines and LED Power Components, from the date of shipment. Proper maintenance is required for full finish warranty. Spotting or residue build-up due to improper cleaning and maintenance will void the finish warranty.

TECHLIGHT/HORIZON LED FIXTURE/LED RETROFIT WARRANTY

Techlight/Horizon warrants to be free from defects in material and workmanship for a period of five years for metal parts and finishes, and, five years for LED Light Engines and LED Power Components, from the date of shipment. The LED product will only be considered defective if 15% or more of the individual light emitting diodes fail to illuminate.

TECHLIGHT POLE WARRANTY

Techlight warrants the structural integrity of its standard anchor base poles for a period of five years and the finish of its standard poles for a period of two years from the date of shipment. Direct Burial Poles - 2 years structural and 1 year finish.

OPTIONAL GALVANIZED TEN YEAR WARRANTY

Techlight warrants the structural integrity for its anchor base poles that have been treated with its optional Galvanized pole treatment for a period of 10 years and the finish for a period of five years. A galvanized treatment can be applied to any of our standard poles for an additional fee. Contact your Techlight sales representative for pricing. Direct Burial Galvanized Poles - 5 years structural and 2 years finish.

HARSH ENVIRONMENT WARRANTY EXCEPTION

The use of any Techlight pole that is not purchased with a galvanized treatment and galvanized anchor bolts to be used in a harsh environment will not be warranted.

Techlight warrants the structural integrity and finish for its galvanized poles and anchor bolts for a period of one year from date of shipment for any product meeting the following harsh environment location conditions:

- 1) Within 60 miles of the coast line or a body of salt water.
- 2) Corrosive environments such as a waste water reclamation facility.

Techlight is not responsible for poles ordered with inadequate EPA ratings necessary for the location where the poles will be installed. Banners, flags, streamers, signs and other items attached to poles will have an effect on the poles' ability to withstand strong winds. Techlight is not responsible for any dangerous scenarios created with the unauthorized attachment of items to a pole and accepts no responsibility for any harm or damage that may be caused by their addition.

All warranties exclude defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Furthermore the pole warranty specifically excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with the movement of air current around the product.

The following conditions will void the pole product and finish warranty:

- 1) Grouted pole bases without weep holes.
- 2) Base plate sitting directly on concrete or other corrosive surfaces.
- 3) Missing pole cap and/or hand hole covers where the pole is allowed to fill with debris.

Further, Techlight will not warranty the integrity of any custom made pole to fit existing anchor bolts in the field and accepts no liability for any collateral damage caused by the use of anchor bolts that may or may not be structurally sound or improperly installed.

