



**STATEMENT OF LIMITED WARRANTY
FOR NSI INDUSTRIES LLC
LED COMMERCIAL LIGHTING PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
11/1/2014**

5 YEAR LIMITED WARRANTY ("Warranty"): Subject to the exclusions set forth below, when properly installed and maintained under normal conditions of use, NSi Industries LLC ("**Seller**") warrants to the original purchaser ("**Buyer**") that its commercial outdoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices ("**Products(s)**"), to be free from defect in material and workmanship for a period of five (5) years from the date of Buyer's purchase (the invoice date) ("**Purchase Date**"). The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate within a five (5) year period following the Purchase Date.

Pole Warranty: Each NSi Industries Pole will be free from defects in materials and workmanship for a period of (1) year from the date of delivery to the end-user. Powder Coat paint finish on products other than natural aluminum or brass will not exhibit cracking, peeling, excessive fading or corrosion during the warranty period. Poles must be installed by a properly insured and licensed contractor using the proper anchor bolts and mounting templates. Using a pole product in any manner other than intended automatically voids the warranty and may cause failure resulting in injury, death or significant property damage.

Photo Sensor Warranty: Each NSi Industries Photo Sensor will be free from defects in materials and workmanship for a period, starting from the date of delivery to the end-user, to the end date of the Photo Sensors standard warranty defined at www.nsiindustries.com.

EXCLUSIONS: This Statement of Limited Warranty ("Warranty") applies only when the Product(s) (a) entire installation was performed by a licensed electrician or under the supervision of a licensed electrician and the product was in its original, unopened carton and in new condition at the time of installation, (b) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and (c) are operated within the electrical values shown on the Specification sheet associated with the Product(s) purchased. NSi Industries will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; theft; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by NSi Industries; 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 NSi Industries; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond NSi Industries reasonable control.

FURTHER EXCLUSIONS: NSi Industries also will not be responsible 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 Product(s). The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging. 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 foundations, anchorages 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 NSi Industries upon request to substantiate that the Product(s) have failed to comply with the terms of 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. 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 construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of third party components, failures of third party supplied components, or failures of NSi Industry supplied Product(s) caused by a third party supplied component.

SOLE REMEDY: REPAIR OR REPLACEMENT: If the Product(s) fail to comply with the terms of this Warranty, NSi Industries, 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, NSi Industries will repair the Product, replace with a similar or like Product, or issue a credit to the Purchaser which may be used for future NSi product purchases. (The amount of such credit shall be calculated by NSi Industries at its sole discretion). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to the original End User, and is for the sole and exclusive benefit of, the Purchaser of the Product(s) at the original location. This Warranty may not be transferred or assigned by the Purchaser. The repair, issuing of future purchase credit or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing with the original invoice within (30) days of discovery of the defect or failure to an authorized NSi Industries post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by NSi Industries, but no Product(s) or component parts will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized NSi Industries post-sales or customer service representative. NSi Industries is not responsible for any costs and expenses incurred in the connection with shipment of Product(s) to NSi Industries, but NSi Industries shall bear all cost and expense incurred in connection with shipment of replacement Product(s) or components to the Purchaser.

LIMITATION OF LIABILITY: The total liability of NSi Industries 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 NSi Industries performance or breach of this Warranty, or from NSi Industries sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any service, shall in no event 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 specified above. IN NO EVENT SHALL NSI INDUSTRIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY 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, ATTORNEY FEES, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

NO OTHER REPRESENTATIONS: NO OTHER WARRANTIES: THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND NSI INDUSTRIES EXPRESSLY DISCLAIMS 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 AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF NSI INDUSTRIES PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM NSI INDUSTRIES.

RIGHT TO MODIFY OR DISCONTINUE WARRANTY: NSi Industries reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect any Product(s) purchased after such modification or discontinuance.