



LIMITED WARRANTY

800-849-8485
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ATLAS LIGHTING PRODUCTS, INC.'S LIMITED WARRANTY

LIGHTING

Non- LED Lighting - Atlas warrants that its non-LED lighting products will be free from failure in materials and workmanship for a period of three (3) years from the date purchased from Atlas. Provided; however, that the warranty period for (i) all lamps and photocells is one (1) year from the date of purchase from Atlas.

LED Lighting - LED products are warranted to be free from failure in materials and workmanship for a period of five (5) years from the date purchased from Atlas. An LED module in an LED light fixture is not defective if less than 10% of the individual LEDs in the light fixture do not illuminate.

When the applicable three or five-year warranty period ends, all warranties and liability of Atlas shall immediately cease. This limited warranty excludes labor costs associated with installing replacement parts for any failed parts returned to Atlas under this limited warranty.

Poles - All warranties on Poles are solely supplied by the manufacturer of the poles. Pole related warranty claims are to be exclusively directed by the Pole manufacturer.

DISCLAIMER OF IMPLIED WARRANTIES: ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED.

FURTHER LIMITATIONS ON WARRANTY – Atlas reserves the right to examine all products to determine the cause of failure or damage and pattern of usage. Atlas may require the material be returned to ATLAS, as part of the evaluation process, at the cost of Buyer. Atlas in the exercise of its sole discretion shall determine whether a product is defective and covered by its Limited warranty. The Limited warranty is only applicable when the relevant product has been properly handled, stored, wired, transported, installed, operated and maintained in accordance with all applicable product specifications and instructions, including, without limitation, installation in applications in which ambient temperatures are within the range of specified operating temperatures and operation with the electrical values provided for in the specifications. Atlas shall have no responsibility for any failure of any product that results from accident, misuse, abuse, external causes, including without limitation: misapplication; acts of nature, physical damage, exposure to harsh, adverse or hazardous environments or chemicals or other substances; use of harsh or reactive chemicals or agents to clean or maintain the product; environmental conditions; vandalism; fire; power failure, improper power supply, excessive switching; fatigue, failure or damage or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product; animal, pest or insect activity; fault or negligence of the purchaser or installer of the product, any end user of the product and any third party not engaged by Atlas; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product instructions, classifications or certifications, or failure to comply with any applicable standards, codes or specifications. Atlas continually assesses product quality and performance seeking to improve its products. Any changes to product design may not be used to infer or mean that any product was defective prior to the change. Atlas' limited warranty does not cover any substantial deterioration that is due to failure to inspect, clean or maintain the finish of the product. This warranty is void if the product is not used for the purpose for which it was designed or if any repairs or alterations or modifications are made that have not been authorized and approved by Atlas.

DUTY AND PROCEDURE TO NOTIFY ATLAS OF FAILED PRODUCT: Notification of a failed product under this warranty must be provided to Atlas within thirty (30) days after discovery of the failure. Notification occurs only by sending the following to Atlas: (1) sales receipt, (2) the date of purchase, and (3) a brief explanation of the nature of the failure. This information must e-mailed to Atlas at returns@alpinc.com. If Atlas there may be a failure of materials or workmanship, provide a Return Goods Authorization number and full instructions for returning failed merchandise. All returned goods must be accompanied by a Return Goods Authorization number issued by Atlas.

SOLE REMEDY: REPAIR OR REPLACEMENT: If, upon receiving a timely notification with the information stated above and receiving merchandise that appears to Atlas to have a failure in materials or workmanship, Atlas will — at Atlas's sole option — either repair the failed part(s) or provide a replacement part(s). This remedy constitutes the sole and exclusive remedy under this warranty and Atlas's sole liability and responsibility in connection with any failed product). Atlas shall not be liable for any other expense, injury, loss or damage, whether direct, special, incidental, or consequential (including but not limited to loss of use, income, profit, or production, inconvenience, increased cost of operation, and spoilage of or damage to material and personal property). As stated above, this Limited Warranty does not include labor costs associated with installing replacement parts for any failed parts returned to Atlas under this warranty.

NO OTHER REPRESENTATIONS/CONFLICTS: No other representations, written or verbal, have been authorized by Atlas. No distributor or representative of Atlas has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing by an authorized representative of Atlas. In the case of a conflict or inconsistency between this Limited Warranty and any other writing or understanding between any person, the terms and conditions of this Limited Warranty shall apply. No term or condition in any other writing or understanding between any person, may add additional terms to and conditions to, nor supplement this Limited Warranty. Atlas reserves the right to make modifications or changes to any product, pricing and/or the Limited Warranty without prior notice. Any changes to the Limited Warranty shall be effective upon posting to Atlas' website for orders received on and after the day of posting.

SEVERABILITY: The foregoing provisions are severable. If any provision shall be unenforceable for any reason, the other provisions shall remain in effect.

DISCLAIMER: THIS LIMITED WARRANTY DOES NOT APPLY TO DAMAGE OR FAILURE TO PERFORM ARISING AS A RESULT OF ANY ACTS OF GOD OR FROM ANY ABUSE, MISUSE, ABNORMAL USE, IMPROPER POWER SUPPLY, POWERS SURGES, DIPS OR FLUCTUATIONS, CORROSIVE ENVIRONMENTS, NEGLECT, EXPOSURE OR ANY USE OR INSTALLATION IN VIOLATION OF THE INSTRUCTIONS OR RESTRICTIONS PRESCRIBED BY ATLAS OR ANY APPLICABLE STANDARD OR CODE, INCLUDING THOSE CONTAINED IN THE LATEST NATIONAL ELECTRICAL CODE, STANDARDS FOR SAFETY OF UNDERWRITERS LABORATORY, INC. (UL), THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), OR, IN CANADA, THE CANADIAN STANDARDS ASSOCIATION. THIS LIMITED WARRANTY IS VOID IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY ATLAS IN WRITING. ATLAS LIGHTING PRODUCTS, INC. MAKES NO REPRESENTATIONS (WRITTEN OR VERBAL) OR WARRANTIES (EXPRESS OR IMPLIED) AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT, EXCEPT AS EXPRESSLY SET FORTH UNDER THIS LIMITED WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ATLAS RESERVES THE RIGHT TO MAKE MODIFICATIONS OR CHANGES TO ANY PRODUCT, PRICING, THE LIMITED WARRANTY OR THE TERMS AND CONDITIONS WITHOUT PRIOR NOTICE.

Effective 03/15/21