



Project Number: _____

Date of Shipment: _____

Ephesus Fixture 5-Year Limited Warranty

I. What the Warranty Covers

Cooper Lighting, LLC ("Cooper Lighting") warrants to the purchaser ("You" or "User") of the new Ephesus fixtures from Cooper Lighting or an authorized distributor for the original installation location ("Covered Products") that the Covered Products shall, **for a period of five (5) years from the date of original shipment (the "Warranty Period"), be free from defects in material and workmanship.** During the Warranty Period, Cooper Lighting's sole obligation, and User's sole remedy, shall be, at Cooper Lighting's discretion, to repair or replace for Covered Products to restore the operation of the Covered Products to original design criteria as necessitated by failure of the Covered Products during normal usage. This obligation is triggered only after You experience failure of 10% of the Covered Products.

If there is any conflict between the terms of this Warranty and information communicated either orally or in writing by Cooper Lighting employees or agents, including any statements made by distributors or re-sellers, this Warranty controls.

II. Warranty Activation / Service Claims

You must make a valid claim to Cooper Lighting to receive coverage under the Warranty. Warranty claims can be serviced by contacting Cooper's customer service and sales center:

Phone: (315) 579-2873

Email: ephesuswarranty@cooperlighting.com

If you are unsure whether a situation exists that is covered by the Warranty, please contact Cooper's customer service and sales center at the phone number or email address listed above for assistance.

III. What Is Not Covered Under the Warranty

This Warranty does not cover:

- a) cosmetic defects;
- b) damage, defects, or failure caused by:
 - i. acts of God (including but not limited to floods, tornadoes, lightning or earthquakes);
 - ii. accident, theft, vandalism, abuse, animal or insect infestation, or negligence;
 - iii. sport or other related activity or other regular use of the installation location;
 - iv. misuse, misapplication, or modification of any part of the Covered Product;
 - v. improper storage, installation, repair, operation, inspection or maintenance;
 - vi. the use of unauthorized components, parts, accessories, or other materials or by equipment or products manufactured by someone other than Cooper Lighting;
 - vii. wrong or inadequate electrical current, connection or supply;
 - viii. conditions that do not meet IEEE Emerald Book standards for grounding of sensitive electronics; or
 - ix. transit.
- c) other equipment or products manufactured by someone other than Cooper Lighting, including but not limited to control system components (hub, DMX wiring, control cards, gateway), poles/crossarms/other structures, mounting gear or other non-

product related material.

This Warranty does not cover and Cooper Lighting will not be responsible for the costs of labor relating to the de-installation of any Covered Product or re-installation of any replacement Product; the shipment of Products; or post-installation testing of any Product for purposes of this Warranty. This Warranty also does not cover and Cooper Lighting will not be responsible for costs associated with lift/crane rental, wiring, pole installation, and existing infrastructure.

IV. What Voids the Warranty

This Warranty is void, and Cooper Lighting shall have no liability hereunder, with respect to a Covered Product if You or any person other than an employee, independent contractor, or subcontractor of Cooper Lighting: (a) install or use a Covered Product in a manner that is not in accordance with the applicable specifications and instructions, including, but not limited to, over/under voltage or current conditions, excessive switching cycles, operating hours, or outside any applicable operating conditions; (b) without the prior written consent of Cooper Lighting, modify, tamper, or disassemble a Covered Product, including, without limitation, alter serial numbers or removes factory supplied stickers or labels of a Product; or (c) use unauthorized components, parts, accessories, or other materials to repair a Covered Product.

V. Replacement of or Repair to Product

Cooper Lighting, in its discretion, may use new, reconditioned, refurbished, repaired or remanufactured products or parts to repair or replace a Covered Product that meets the conditions of this Warranty. Repaired or replaced Covered Products are warranted for the remainder of the original Warranty Period.

VI. Limitation of Warranty

THIS IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCTS. COOPER LIGHTING DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VII. Limitation of Liability

THE AGGREGATE LIABILITY OF COOPER LIGHTING ARISING FROM OR RELATED TO THIS WARRANTY, SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE COVERED PRODUCTS FROM COOPER LIGHTING. THE REMEDIES OF THE USER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND ARE USER'S SOLE REMEDIES FOR ANY FAILURE OF COOPER LIGHTING TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL COOPER LIGHTING BE LIABLE IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS TO WHICH THIS WARRANTY RELATES, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE USER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF USER HAS BEEN ADVISED OF SUCH DAMAGES.

VIII. Severability

If any term or provision of this Warranty is held invalid or unenforceable, the

remainder of this Warranty shall not be effected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

IX. Modifications

This Warranty is effective for the purchases of Covered Products on or after the effective date set forth herein. Cooper Lighting reserves the right to modify this Warranty at any time, and any modifications will be effective for all orders placed on or after the effective date of such revised Warranty.

X. Transfer

This Warranty cannot be transferred without the prior written consent of Cooper Lighting.

XI. Choice of Law

The Warranty shall be construed and enforced in accordance with the laws of the state of Georgia.