



**STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
LITHONIA LIGHTING M3 SPORTS AND
HOLOPHANE HOLOBEAM HBMR
LIGHTING SOLUTIONS
03.05.26**

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. (“Acuity”) warrants its Lithonia Lighting® M3 Sports and Holophane Holobeam™ HBMR Lighting Solutions (“Product(s)”) to be free from defects in material and workmanship (this “Limited Warranty”) for the respective time periods set forth in the table below, from the date of shipment from Acuity’s facilities (the “Warranty Period”). If the date of shipment is unavailable, the Warranty Period will be calculated from the date of manufacture. Acuity further warrants that, for one (1) year, the functionality of the firmware embedded in the Product (“Product Firmware”) will conform in all material respects to the Product documentation available at the start of the Warranty Period. The LED arrays in the Product will be considered defective in material or workmanship only if a total of ten percent (10%) or more of the individual light emitting diodes in the Product fail to illuminate. Additionally, the painted finish of the Product will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, or cracking. The painted finish is not warranted against fading/discoloration, chalking, or peeling as the Product may naturally fade/dicolor, chalk, or peel over time due to normal aging

Lithonia Lighting M3 Sports and Holophane Holobeam HBMR Lighting Solutions Table

Product Description	Warranty Period
Module, mount, collar and caps Remote Driver Spine (excludes fuses and surge protectors) Supplemental Light Battery and Boost Supplemental Light	5 years
Gateway (including antenna)	5 years
Accessories (including shields)	1 year
Retrofit Adapter	5 years

This Limited Warranty only covers Product function and does not cover existing building systems and/or network performance of the Product or re-programming or field adjustments of the Product done by anyone that has not been authorized or certified in writing by Acuity. Acuity does not warrant the security of the Product. Products that are identified by Acuity as requiring on-site commissioning will only be covered by this Limited Warranty if commissioned by Acuity authorized personnel. Warranty coverage shall not apply to any equipment or integration services of another manufacturer used in conjunction with the Product or where Acuity-authorized cables are not used. This Limited Warranty only applies to the Product when sold for commercial purposes and does not apply to residential products provided by Acuity, all of which are governed by separate limited warranty terms.

Except as otherwise set forth herein, ballasts, lamps, emergency batteries/inverters, vandal resistant product, poles, replaceable consumables (such as batteries), computer hardware, mobile computing devices (including tablets), third party gear, commissioning systems, and components specified by others are excluded from this Limited Warranty. Manufacturers of third-party ballasts, lamps, emergency batteries/inverters and poles incorporated into the Product are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such components. Applicable manufacturers shall be solely responsible for the costs or expenses related to any claims, repairs, or replacements associated with any third-party devices. Assistance with warranty claims for any such components, and/or copies of each applicable manufacturer’s warranty, if available, may be obtained from an authorized Acuity post-sales or customer service representative.

Additionally, software (other than Product Firmware), software as a service, mobile apps, commissioning services, installation services, remote programming, and other professional services are excluded from this Limited Warranty. Services provided by Acuity are warranted separately and the terms of such warranties are located at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>. Third-party service providers are solely responsible for the costs and expenses related to any claims associated with any third-party services. Access to Acuity software and mobile apps associated with the Product may be subject to the terms of an End-User License Agreement or Terms and Conditions of Use (“EULA”) and, if applicable, warranty terms for software and mobile apps associated with the Product will be set forth in the relevant EULA. Access to Acuity software as a service (“SaaS”) associated with the Product is subject to the applicable Acuity Software as a Service Terms and Conditions located at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>, as well as any service levels applicable to the specific SaaS.



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Third party software is provided "as is" with no express or implied warranty of any kind, including that the operation of the software or firmware or any portion thereof will be interruption or error free.

This Limited Warranty applies only when the Product is installed in applications in which ambient temperatures are within the range of specified operating temperatures in the Product documentation. Acuity is not be responsible under this Limited Warranty for any failure of the Product resulting from external causes such as: acts of nature, including but not limited to harmonic oscillation/winds, ice, or other related storm activity; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product; external site conditions, including but not limited to accumulation of debris (natural or otherwise), heavy tree cover, cellular, satellite or radio interference; environmental conditions, including but not limited to exposure to harsh, corrosive, non-condensing humidity conditions, marine or humidity conditions; vandalism; terroristic acts; fire; power failure, overheating, improper power supply, power surges or dips, and/or excessive switching; induced vibration; harmonic oscillation, or resonance associated with movement of air currents around the Product; animal or insect activity; fault, negligence, or actions of purchaser, any end-user of the Product and/or any third party not engaged by Acuity; improper or unauthorized access, use, installation, handling, storage, alteration, removal of components, testing, troubleshooting, maintenance or service; removal or interference with the tamper proof label indicating unauthorized opening of the unit; any housing, arm or gasket pierced for any reason; failure to abide by any product classifications or certifications; failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; failure of the end-user to provide full and complete requested data; use of the Product with products, processes or materials supplied by any end-user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity is not be responsible under this Limited Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect, or maintain the finish of the Product. If the Product is used on existing foundations, roofs, buildings, anchorages or structures, the end-user is solely responsible for the structural integrity of such existing foundations, roofs, buildings, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing (as applicable) must be kept by the end-user and provided to Acuity upon request to substantiate that the Product has failed to comply with the terms of this Limited Warranty.

Neither polycarbonate nor acrylic material used in the Product is warranted against yellowing or cracking, as yellowing and/or cracking may naturally occur over time due to normal aging. The Product is not warranted against: cosmetic problems or defects that result from normal wear and tear under ordinary use and that do not affect the performance or use of the Product; nor is the Product warranted against costs or expenses that may be incurred in connection with changes or modifications to the Product required to accommodate site conditions and/or faulty building construction or design; or failures of the Product resulting from installation or use of aftermarket third party supplied products, components, materials, software, services, telecommunications equipment, networks or the Internet. Acuity does not warrant that the Product meets the applicable project requirements for performance, legality, safety, security, suitability, or effectiveness for use in a particular application. In no event will Acuity be responsible for any loss resulting from any application in which the Product is used including but not limited to any fines or penalties resulting from illegal use. Modifications or upgrades to Product Firmware that may be required to address changes in laws or regulations are outside the scope of this Limited Warranty. Product Firmware modifications or upgrades that result in changes to the functionality of the Product are also outside the scope of this Limited Warranty.

The determination of whether the Product fails to comply with the terms of this Limited Warranty shall be made by Acuity in its sole discretion, with consideration given to the overall performance of the Product as compared to the expected performance per the applicable spec sheet. If the Product is within the Warranty Period, Acuity has received payment in full for the Product, and Acuity determines to its satisfaction that the Product failed to comply with the terms of this Limited Warranty, Acuity, at its option, will: (a) with respect to defects in material and workmanship, service, repair, or replace the Product(s) with the same or a functionally equivalent product or component part(s), which may differ in appearance from the original; or (b) with respect to non-conformances of the Product Firmware, make available for installation a patch to be installed by the end-user within a commercially reasonable time frame to remedy the non-conformance. If the patch is not installed within a commercially reasonable time frame, this Limited Warranty will no longer apply with respect to such non-conformances. Acuity reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. For purposes of clarity, this Limited Warranty does not include any removal, commissioning, programming, or reinstallation costs or expenses, including without limitation any labor costs, equipment or other expenses required to remove and/or reinstall original or replacement Products and/or parts. This Limited Warranty extends only to the Product as delivered to the original end-user of the Product at the original location. This Limited Warranty is for the sole and exclusive benefits of the original end-user of the Product and may not be transferred or assigned by the original end-user.

The repair or replacement of the Product or any component parts within the Product is the sole and exclusive remedy for failure of the Product to comply with the terms of this Limited Warranty and does not extend the Warranty Period. Warranty claims regarding the Product must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Acuity may require that the Product or component parts be returned for inspection and verification of non-conformance by Acuity, however, no Product or component parts will be accepted for inspection, verification, or return unless accompanied by a return authorization number obtained from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs, expenses, or damages that may occur in connection with shipment of the Product to Acuity.



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Acuity shall bear all costs and expenses incurred in connection with shipment of replacement Products or component parts to the end-user so long as Acuity has sole control over all aspects of shipment, including but not limited to Acuity shipping directly to the end-user. In no event will Acuity be responsible for any other costs or expenses relating to shipment by any other party. Replacement Products and/or component parts provided under the terms of this Limited Warranty are warranted for the remainder of the Warranty Period as if such Products and/or component parts were the original components.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT, 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 ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

THE TOTAL LIABILITY OF ACUITY FOR 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, ACUITY'S PERFORMANCE OR BREACH OF THIS LIMITED WARRANTY, OR FROM ACUITY'S SALE, DELIVERY, RESALE, REPAIR, OR REPLACEMENT OF ANY PRODUCT OR THE FURNISHING OF ANY SERVICES, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE ALLOCABLE TO THE SPECIFIC PRODUCT THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED ABOVE. ACUITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICES.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, OR ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER THIS LIMITED WARRANTY 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, 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, LOSS OR CORRUPTION OF DATA, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER THIS LIMITED WARRANTY.

Acuity reserves the right to modify or discontinue this Limited Warranty at any time and without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance. If there is any conflict or inconsistency between the English language version of this Limited Warranty and any version translated into any other language, the English language version shall prevail. Trademarks referenced are trademarks of Acuity Brands Lighting, Inc. or its affiliates and if marked with the ® symbol are registered in the U.S. and may be registered in other countries.

This Limited Warranty shall be construed and enforced in the accordance with the laws of the State of Georgia and the applicable laws of the United States.

NOTE: This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

NOTE: Acuity is not a lighting specifier, and product recommendations for any lighting design project are for informational purposes only, without any warranty as to accuracy, completeness, legality for use in a particular application, or otherwise.

NOTE: The Product must be returned within ten (10) days after receiving the return authorization number and the shipping box must be clearly marked with the return authorization number. Failure to follow this procedure may delay any potential warranty resolution. Products returned without a valid return authorization number will either be refused or returned to sender at sender's expense. NO PRODUCT RETURNS WILL BE ACCEPTED BY ACUITY IF NOT ACCOMPANIED BY A VALID RETURN AUTHORIZATION NUMBER.