



Emerson Automation Solutions  
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## APPLETON GRP LLC WARRANTIES

1. Appleton warrants that: Appleton will transfer title to the Goods (excluding Software and Firmware) to Customer under Clause 4 of the Emerson Terms of Quotation and Sale; (a) Goods, Documentation and Services will conform with the Specification; (b) Goods made by Appleton or its Affiliates will, under normal use and care, be free from defects in materials or workmanship; and (c) Appleton and its Affiliates' Personnel delivering Services are trained and will use reasonable skill and care.

2. **WARRANTY PERIODS.** Unless otherwise specified herein or in Attachment 1, the warranties in Clause 1 above apply as follows: (a) **Goods:** until the earlier of 12 months from the first installation or 18 months from delivery (90 days from delivery in the case of consumables and PolyOil® products). (b) **Services:** for 90 days from completion of the Services. (c) **Goods repaired, replacement items and Services re-performed:** from delivery of the replacement or completion of the repair or re-performance, for 90 days or until the end of the original warranty period (if later).

3. **WARRANTY PROCEDURE.** This Clause applies if, within the warranty period, Customer discovers any non-conformity with a warranty in Clause 1, tells Appleton in writing and, in the case of Goods, returns the non-conforming items at Customer's cost, freight and insurance pre-paid, to the repair facility chosen by Appleton. Where this Clause applies, Appleton will, at its sole option, either: (a) correct any non-conforming Documents and Services; or (b) repair or replace non-conforming Goods FCA (Incoterms® 2010) at the repair location; or (c) instead refund the price of the non-conforming item.

4. **EXCLUSIONS FROM WARRANTY.** (a) The warranties in Clause 1(b), (c) and (d) exclude and Customer will pay the cost of all repairs and replacements caused by any of the following: normal wear and use; inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Appleton; a modification or repair not approved by Appleton in writing; materials or workmanship made, provided or specified by Customer; contamination; the use of unapproved parts, firmware or software; Cyber Attack; any other cause not the fault of Appleton. (b) Appleton will not pay any costs relating to non-compliance with a warranty in Clause 1, except where agreed in writing in advance. Unless accepted in writing by Appleton, Customer will pay: (i) all costs of dismantling, freight, reinstallation and the time and expenses of Appleton Personnel for travel under this Clause; and (ii) all costs incurred by Appleton in correcting nonconformities for which Appleton is not responsible under this Clause and in examining items that comply with the warranties in Clause 1. (c) If Appleton relies on wrong or incomplete information supplied by Customer, all warranties are void unless Appleton agrees otherwise in writing. (d) Customer alone is responsible for the selection, maintenance and use of the Goods. (e) Resale Products carry only the warranty given by the original manufacturer. Appleton has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of the Resale Products.

5. **DISCLAIMER.** The limited warranties set out herein are the only warranties made by Appleton and can be changed only with Appleton's signed written agreement. THE WARRANTIES AND REMEDIES IN THIS CLAUSE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANYTHING ELSE FOR ANY OF THE GOODS, DOCUMENTATION OR SERVICES.

**ATTACHMENT 1**  
**LED Product Warranties**

- Five (5) years for Appleton LED products except those in Schedule A below and ten (10) years for the part numbers set forth on the Schedule B below for select SKUs within the series identified. Those in Schedule A will have their standard warranty period identified in the table.

**Schedule A**

| Product Number | Product Description           | Warranty Period |
|----------------|-------------------------------|-----------------|
| EHLED          | EHLED Factory Sealed Handlamp | One (1) year    |

**Schedule B**

| Product Number | Product Description                                     |
|----------------|---|
| AMLG *         | Areamaster™ Generation 2 LED Series                     |
| AMLH *         | Areamaster™ Generation 2 HL LED Series                  |
| IAMLG *        | Industrial Areamaster™ Generation 2 LED Series          |
| IAMLH *        | Industrial Areamaster™ Generation 2 HL LED Series       |
| BLL *          | Appleton™ Baymaster™ LED Luminaire                      |
| BHL *          | Appleton™ Baymaster™ HL LED Luminaire                   |
| IBL *          | Appleton™ Industrial Baymaster™ LED Luminaire           |
| IBHL *         | Appleton™ Industrial Baymaster™ HL LED Luminaire        |
| MLG **         | Mercmaster LED Generation 3 Series Luminaire            |
| IMLG **        | Industrial Mercmaster LED Generation 3 Series Luminaire |

\* The SKUs that qualify for the 10-year limited warranty comply with the following:

1. Hazardous or Industrial: Have 10KV surge. This is indicated if the last character of the part number string (Options) is an S for 10 KV Surge Protection
2. The luminaire must have a secondary optic.
  - a. Hazardous Areamaster: This is indicated by the by the 9th character of the part number string (Beam Spread) being either a 3, 5, or 7.
  - a. Industrial Areamaster: This is indicated by the by the 10th character of the part number string (Beam Spread) being either a 3, 5, or 7.
  - b. Hazardous Baymaster: This is indicated by the 9th character (Beam Spread) of the part number string being either a W, A, N, or V.
  - c. Industrial Baymaster: This is indicated by the by the 10th character (Beam Spread) of the part number string being either a W, A, N, or V.

\*\*The SKUs that qualify for the 10-year limited warranty comply with the following:

1. The luminaire must have a secondary optic or additional surge protection to 10kV.
  - a. Hazardous Mercmaster: This is indicated by the by the 10th character (Light Distribution Pattern) of the part number string being either a 1, 3 or W (Type I, Type III or Type V Wide) or by the 14th character (Options) of the part number string being S (Additional Surge to 10kV).
  - b. Industrial Mercmaster: This is indicated by the by the 11th character (Light Distribution Pattern) of the part number string being either a 1, 3 or W (Type I, Type III or Type V Wide) or by the 15th character (Options) of the part number string being S (Additional Surge to 10kV).
2. The luminaire must not be rated for High Ambient.
  - a. Hazardous Mercmaster: This is indicated by the by the 14th character (Options) of the part number string being A (High Ambient).
  - b. Industrial Mercmaster: This is indicated by the by the 15th character (Options) of the part number string being A (High Ambient)

**Power Quality and Power Conversion Products**

Warranty commences upon date of manufacture and lasts for the periods specified below.

- a) Standard catalog transformer and single phase, power conditioning products – 10 years plus an additional two years if warranty for the transformer is registered within 14 days after installation.
- b) SOLATRON™ Plus (Three Phase Power Conditioner) – two years.
- c) Uninterruptible Power Systems – one or two years depending on models unless otherwise stated. Extended warranties are available. Warranty is void if battery is not charged every six months when not in use.
- d) DC Power Supplies – one to five years depending on product line.
- e) Surge Suppression Products – 10 years unless otherwise stated.
- f) Products manufactured to a purchaser's specifications – one year.

### **Nelson Firestop**

- One year after shipment