



To: Whom it may concern

RE: Progress Lighting Limited Warranty -- 1/03

Progress Products, when properly installed and under normal conditions of use, except as provided in a separate written agreement between seller and buyer, seller warrants its manufactured goods will conform to its catalogue specifications and be free from defects and deficiencies in workmanship and materials for a term of one (1) year from the date of sale of such goods to the end user as specified in sellers shipment documents for each product. Progress fan motors are warranted to the end user to be free of electrical and/or mechanical defects for a period of 15 years from the date of purchase. Pull chain switches, reverse switches and capacitors are warranted for a period of one year from the date of sale. Metal finishes, due to varying climatic conditions(includes pitting, rusting, tarnishing, peeling or corroding), are warranted for a period of one year from the date of sale. Warping of wooden or plastic fan blades is not covered by this warranty. This warranty excludes fluorescent ballasts and high intensity discharge (HID) components and buyer agrees to make all claims regarding defects or deficiencies therefore according to the warranty or the manufacturer thereof as its sole source of recourse or compensation. In event of a valid warranty claim, seller may repair or replace the returned goods according to its procedure. All other warranties, express or implied, are expressly disclaimed including but not limited to warranties of fitness or merchantability. Seller limits its liability for and buyer's remedies for all claims of all persons for losses or damages, to the fullest extent permitted by law, suffered by any of the foregoing, to the value of the cost of repair or replacement of any defective goods and no actual damages such as for lost profit, loss of production, property damage, special damages, claims of consequential or incidental damages, exemplary or punitive damages claimed by or through such injured party asserting such claims are compensable for breach of this warranty or any other breach whether asserted in contract or tort. Buyer shall not be entitled to repair or replacement except pursuant to a written warranty claim validated in writing by the seller. Any unauthorized return, repair, replacement, modification of product, or misuse of goods by buyer shall void the warranty. In no case does our warranty extend to anybody other than our customers, and no one is authorized to extend warranties or remedies on our behalf. Warranty claims must be in writing according to seller's procedures existing at the time of the claim and made within thirty (30) days of discovery of the defect, and within the warranty period of one year. Warranty claims should be sent to: Progress Lighting, P.O. Box 5704, Spartanburg, SC 29304-5704. Goods may be returned only after a return authorization number has been issued by seller's customer service department.

Sincerely,

A handwritten signature in cursive script that reads "Shirley Guy".

Shirley Guy

Customer Service Manager