

SORAA INC. LIMITED WARRANTY & LAMP RETURN PROCESS WARRANTY

COMMERCIAL LED REPLACEMENT LAMP LIMITED WARRANTY COVERAGE

Soraa Inc. ("Soraa") warrants that its commercial LED lamps ("Lamps") will be free from defects in material and workmanship and that the lumen maintenance for these Lamps will not fall below 70% of the lumen maintenance values and color shift variation set forth below, subject to the terms and conditions contained herein.

If the Lamp fails to conform within this limited warranty for the specified period below, Soraa will, at its sole option, repair or replace the Lamp at no charge or provide buyer ("Buyer") a credit for a future Lamp purchase. Unit credit is calculated as follows per the warranty period listed in the table below:

$(\text{Invoiced Purchase Price } (\$) \times \text{Unexpired Warranty Period (operating hours)}) / \text{Warranty Period (operating hours)}$

Warranty term: 25,000 hours over 3 years from date of purchase

This Warranty is limited to coverage for Lamp Failure due to manufacturers' defects.

Lamp Failure is defined as:

- 1) CBCP depreciation beyond 30% from the minimum CBCP for the associated beam angle, or
- 2) Color shift beyond the standard set forth in the Energy Star standard for solid state lighting, or
- 3) A complete lack of light output.

This Warranty applies only to Lamps registered with Soraa as part of a commercial installation project within (60) days of purchase from an authorized Soraa distributor. To register Lamps, see www.soraa.com/warranty or contact Soraa at 510-456-2200. Buyer waives any and all of its rights to the warranty in the event that the Lamps have not been registered within the sixty-day period from the purchase.

LAMP WARRANTY

Soraa Inc. warrants that the Lamps purchased by buyer ["Buyer"] will conform to and perform in accordance with Soraa's published design specifications for the Lamps in effect on the date of shipment (within the deviations specified therein) for the applicable Warranty Coverage Periods cited above ["Limited Warranty Period"]. Soraa's liability and Buyer's sole remedy under this warranty is limited to the repair or replacement of items determined by Soraa to be defective resulting in a Lamp Failure or prorated Warranty credit described above. Soraa shall have no liability under this warranty unless Soraa is notified in writing promptly upon Buyer's discovery of the defect resulting in a Lamp Failure and the defective items are returned to Soraa and received by Soraa in accordance with the Lamp Return Policy & Process detailed below.

Replacement Lamps will be new or serviceably used, comparable in function and performance to the original Lamp and warranted for the remainder of the original Limited Warranty Period.

This warranty extends only through the reseller's customer and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the Lamp from reseller's customer. This warranty shall not apply to any defect, Lamp Failure or other failure to perform resulting from misapplication, improper installation, improper operation, failure to follow the Lamp instructions or user manual, failure

to perform preventive maintenance, damages caused by usage that is not in accordance with Lamp instructions or user manuals, damages caused by the combination of Soraa branded Lamps with other non-Soraa branded Lamps, accessories, parts or components, normal wear and tear, damage caused as a result of improper transportation or packing/packaging when returning the Lamps to Soraa, abuse or contamination, whether internal or external, and Soraa shall have no liability of any kind for failure of any equipment or other items in which the Lamps are incorporated.

This warranty does not cover misuse or minor imperfections in Lamps that meet design specifications or imperfections that do not materially alter or affect functionality. Soraa's entire liability and Buyer's sole remedy under this warranty for a services breach shall be limited to the provision of such remedial or replacement services as Soraa reasonably determines necessary to correct the breach.

This warranty shall not apply to any Lamps manufactured by Soraa to Buyer's designs or specifications. No warranty is given as to such Lamps.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SORAA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SORAA'S MAXIMUM LIABILITY TO THE BUYER IS LIMITED TO REPLACEMENT OF THE LAMP OR PRORATED CREDIT PER THE ABOVE CALCULATION. SORAA IS NOT LIABLE TO BUYER IF SORAA IS UNABLE TO PERFORM DUE TO EVENTS IT IS NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

This Warranty shall be governed by the laws of the State of California without regard to conflicts of laws.

SORAA LAMP RETURN POLICY & PROCESS

Lamp Return Policy

- 1) Claims for Lamps to be returned must be made within the applicable warranty period. If the customer requests that a replacement be sent immediately, the replacement Lamp will be billed to the customer's account in accordance with Soraa's standard payment terms. Once a final decision is made, a credit will be issued if the warranty claim is allowed.
- 2) Do not return any items that have not received a Return Materials Authorization (RMA) number from Soraa.
- 3) Your RMA number is valid for sixty (60) days from the date of authorization.
- 4) Soraa reserves the right to repair or replace the defective Lamp.
- 5) Damaged items not as a result of a manufacturing defect will not be repaired and are not covered by this warranty.

Lamp Return Process

- 1) Ensure item or items qualify under Soraa's Warranty.
- 2) Call the Soraa for a RMA processing number on or before the expiry date of the applicable warranty period at 510-456-2200.
- 3) Packaging instructions, shipping method and paperwork will be sent to you VIA e-mail or fax. You are responsible for freight charges on returned items.
- 4) Follow all instructions to reduce delays in processing.