

## 90+ LIGHTING LIMITED WARRANTY POLICY

90+ LIGHTING, A SAVE ENERGY LED AUTHORITY CORPORATION Company (the "Seller") warrants that its products and fixtures listed below (the "Product") will be free from defects in material and workmanship, subject to the terms and conditions contained herein.

If the product fails to conform within this limited warranty for the specified period below, 90+ LIGHTING will, at its sole option, replace the product at no charge or issue prorated credit for the remaining time period on the warranty.

### **Warranty term:**

- **All screw-based and bi-pin products, not including filament products - 21,900 hours over 36 months, whichever occurs first.**
- **All filament products – 13,140 hours over 18 months, whichever comes first.**
- **Downlight retrofits – 26,280 hours over 36 months, whichever comes first.**
- **T8 tubes – 26,280 hours over 60 months, whichever comes first.**

**Products are not warrantied beyond time periods above regardless of hours of operation.**

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

Product Failure is defined as:

- 1) A complete lack of light output.

This Warranty applies only to Products purchased from a 90+ LIGHTING authorized distributor. Proof of purchase must be provided as a condition of the warranty. This warranty extends only to the original purchaser and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the Product from Buyer.

### PRODUCT WARRANTY

90+ LIGHTING warrants that the Products purchased by buyer ["Buyer"] will conform to and perform in accordance with 90+ LIGHTING's published design specifications for the Products in effect on the date of shipment (within the deviations specified therein) for the applicable Warranty Coverage Periods cited above. The warranty is in effect provided that the product is operated in accordance with the applications in the specification sheet guidelines. Any product that is operated under conditions that are not within the specification guidelines voids the warranty. 90+ LIGHTING's liability and Buyer's sole remedy under this warranty is limited to the replacement of items determined by 90+ LIGHTING to be defective resulting in a Product Failure or prorated Warranty credit described above. 90+ LIGHTING shall have no liability under this warranty unless the Company is notified in writing promptly upon Buyer's discovery of the defect resulting in a Product Failure and the defective items are returned to and received by 90+ LIGHTING in accordance with the Product Return Policy & Process.



Replacement Products will be new or serviceably used, comparable in function and performance to the original Product and warranted for the remainder of the original Limited Warranty Period. A new warranty does not start with the replacement products, only the original Warranty Period remains in effect.

This warranty shall not apply to any defect, Product Failure or other failure to perform resulting from misapplication, improper installation, improper operation, failure to follow the Product instructions, specifications, damages caused by usage that is not in accordance with Product instructions or, damages caused by the combination of 90+ Lighting products with other non-90+ branded products, accessories, parts or components, normal wear and tear, damage caused as a result of improper transportation or packing/packaging when returning the Products to 90+ LIGHTING, abuse or contamination, whether internal or external, and 90+ LIGHTING shall have no liability of any kind for failure of any equipment or other items in which the Products are incorporated.

This warranty does not cover misuse or minor imperfections in Products that meet design specifications or imperfections that do not materially alter or affect functionality. 90+ LIGHTING'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 the Company reasonably determines necessary to correct the breach.

This warranty does not cover any labor or other costs incurred to remove or replace defective products or other equipment. This warranty shall not apply to any Products manufactured by 90+ LIGHTING to Buyer's designs or specifications. No warranty is given as to such Products unless explicitly stated.

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. 90+ LIGHTING SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. 90+ LIGHTING'S MAXIMUM LIABILITY TO THE BUYER IS LIMITED TO REPLACEMENT OF THE PRODUCT OR PRORATED CREDIT PER THE ABOVE CALCULATION. 90+ LIGHTING IS NOT LIABLE TO BUYER IF 90+ LIGHTING 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.

