

LED Lamps and Luminaires Warranty

Emitter Energy Inc. ("Emitter") is pleased to provide the following Limited Warranty covering its LED Lamps and Luminaires:

Warranty:

Emitter warrants that these LED Lamps and Luminaires will be free from defects in material and workmanship for a period of One (1) years from the date of original shipment. If a product is replaced or repaired under this Warranty, the period does not start over. Instead, the warranty period for the replacement product will maintain the warranty period of the original product.

Warranty Parties:

This warranty is being provided by Emitter Energy Inc. located at 12517 Calderwood Street, Raleigh, North Carolina 27614. The warranty coverage provided under this Limited Warranty extends only to the first purchaser of the LED Driver upon which warranty coverage is claimed ("Purchaser"). No other party is granted any right to bring a warranty claim per the terms of this warranty. **EMITTER EXPRESSLY DISCLAIMS ANY WARRANTY COVERAGE OR PROTECTION RIGHTS THAT PURCHASER MAY ATTEMPT TO ENDORSE OR TRANSFER TO ANOTHER PARTY.**

Terms and Conditions:

This Warranty is valid and applies only when Emitter Energy lamps and luminaires are properly utilized for their intended purpose as provided in the product specifications, and are properly wired and installed in accordance with the product specifications, product installation instructions, all applicable building codes, the latest National Electrical Code (NEC), and all applicable UL safety standards. This Warranty applies only to the original installation of our products by the original purchaser and cannot be transferred.

This warranty is not applicable to, and Emitter makes no warranty whatsoever with respect to, any of Emitter lamps and luminaires not installed and operated in accordance with the National Electric Code ("NEC"), the Standards for Safety of Underwriters Laboratories, Inc. ("UL"), Standards for the American National Standards Institute ("ANSI") or, in Canada, the Canadian Standards Association ("CSA") and the Canadian Electric Code ("CEC"). This warranty is not applicable to any Emitter LED lamps and luminaires which has not been installed, maintained and operated properly and does not apply to damage or failure from abuse, misuse, abnormal stresses, lightening, electrical surges, or any Act of God.

NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIODS. The foregoing warranty is exclusive of all other statutory, written, oral, warranties based on course of dealing or usage of trade, or any other warranties of any kind, statutory or otherwise except as expressly written herein. Some States do not allow limitations on

how long an implied warranty lasts, so the above limitation may not apply to you. This warranty sets forth Emitter's obligations and responsibilities regarding its products and is the exclusive remedy available to the Purchaser.

LIMITATIONS OF LIABILITY: UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, WILL EMITTER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR DAMAGE TO ANY PROPERTY OR EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT, FACILITIES OR SERVICES, DOWN TIME COSTS OR CLAIMS OF PURCHASER'S CUSTOMERS. EMITTER'S LIABILITY FOR ALL CLAIMS OF ANY KIND OR FOR ANY LOSS OR DAMAGES ARISING OUT OF, RESULTING FROM OR CONCERNING ANY ASPECT OF THIS WARRANTY OR FROM THE LED PRODUCTS FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE PAID FOR THE LED LAMPS AND LUMINAIRES WHICH GIVES RIGHT TO THE CLAIM, EXCEPT IN THE LIMITED CIRCUMSTANCE WHERE SOME LABOR COSTS MAY BE INCLUDED AS EXPLICITLY DETAILED IN THE SECTION ENTITLED "WARRANTY COVERAGE REMEDY". Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty may give you specific legal rights, and you may also have other rights which vary from State to State.

The sole venue for resolving any disputes arising under this warranty shall be the federal and state courts located in Raleigh, North Carolina.

Disclaimer of Component Parts Warranties:

To the extent that any supplier of a component or part used in the manufacture of Emitter's LED lamps and luminaires has offered any warranty protection of any kind on that supplier's component or part, Emitter explicitly disclaims responsibility for and does not endorse or agree to provide any service or protection under that supplier's warranty terms. If a Purchaser's Emitter LED lamps and luminaires contains a defect that is not protected by Emitter's Limited Warranty terms contained herein, the Purchaser bears sole responsibility for obtaining any warranty protection that may be offered by a supplier. Should that situation occur, Emitter agrees, within reason, to assist the Purchaser in providing information necessary for Purchaser to obtain such warranty assistance from a supplier.

Warranty Claims and Service:

In order to file a claim for a warranty, contact Emitter to receive a Return Merchandise Authorization Form ("RMA"). Complete the RMA form, making sure to provide sufficient detail to analyze the claim, and send it to Emitter at 12517 Calderwood Street, Raleigh, NC 27614.

Emitter's Quality Assurance department will then review and attempt to reply within 30 business days with its decision on whether the defective product is covered under this Limited Warranty. If Emitter requires further analysis on the defective product to determine if any warranty

coverage is applicable, instructions for sending the defective LED Driver to Emitter will be communicated to Purchaser.

Once Emitter receives the defective LED lamp or luminaire if it is determined that its failure was caused by any event or circumstance not covered under this Limited Warranty, the Purchaser will not be entitled to any remedy granted by this Limited Warranty nor will Emitter refund the shipping costs associated with the return of the defective LED Driver.

If Emitter determines that the root cause of the defect was due to poor workmanship, defective components, materials, design, or any other defect covered by this Limited Warranty, Emitter will provide the warranty coverage as detailed by these terms.