

LIGHTING TECHNOLOGIES, INC.

SOLID STATE LIGHTING PRODUCTS

STANDARD LIMITED WARRANTY

Lighting Technologies, Inc. ("Lighting Technologies") warrants to the original end-user ("Purchaser") of "Lighting Technologies"-brand Solid State Lighting Products ("Products"), that at the date of their purchase, "Products" will be free of defects in material and workmanship.

## 5 Year Warranty for Materials and Workmanship

For a period of five (5) years after the date of purchase, "Lighting Technologies", at its sole option, will, itself, or through others, repair, replace or refund the price paid for "Product" that "Lighting Technologies" verifies as being defective due to original material or workmanship.

What the Warranty Does Not Cover: This warranty does not cover (1) Product advice or assistance that "Lighting Technologies" furnishes as a courtesy, (2) removal or reinstallation of "Products", or (3) defects or damage as a result of accident, modification, misuse (including but not limited to the operation at temperatures above 70°C or voltage levels outside the rated range), improper service or repair, improper facility grounding and system wiring, abuse or abnormal use including, without limitation, improper storage and incorrect installation. This warranty does not cover damage resulting from acts of nature beyond industry specifications of protection thereof.

Conditions of Warranties: It is a condition of these warranties that: (1) the "Purchaser" submit all claims of defect; (2) return of "Product" is accompanied with a bill of sale or other evidence showing the date of purchase and identification of the original "Purchaser"; (3) the "Purchaser" prepay all freight, insurance and other transportation charges both to send "Product" to "Lighting Technologies" for warranty-coverage verification, repair, replacement or refund, and to return "Product" to the "Purchaser"; and (4) "Lighting Technologies" retains all repaired and replaced parts and "Products".



Warranty Limitations: In no event shall this warranty run to OEM or component-part buyers. All replacement "Products" are warranted only for the remainder of the original warranty of the "Product" replaced. Replacement "Products" will be equivalent in function, but not necessarily identical to, the replaced "Product". Repair, replacement or refund as set forth in these warranties is the sole and exclusive remedy under these warranties or otherwise for "Product" defects. "LIGHTING TECHNOLOGIES" DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Damage Limitations: "LIGHTING TECHNOLOGIES" IS NOT LIABLE FOR, AND HEREBY DISCLAIMS, ALL DAMAGES CAUSED BY ANY PRODUCT OR THE FAILURE OF A "PRODUCT" TO PERFORM, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR SAVINGS, UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE AND STRICT "PRODUCT" LIABILITY) OR CONTRACT, SUSTAINED BY "PURCHASER" OR BY ANY OTHER PERSON. THIS LIMITATION CAN NOT BE WAIVED OR AMENDED BY ANY PERSON AND WILL BE EFFECTIVE EVEN IF "LIGHTING TECHNOLOGIES" OR ITS REPRESENTATIVE HAS BEEN ADVISED OF, OR MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW.

**How to Obtain Warranty Service:** To obtain warranty service, "Purchaser" must obtain a "Return Material Authorization" (RMA) number from the Lighting Technologies Customer Service Group, 3350 Riverwood Parkway, Suite 1900, Atlanta, GA 30339, USA, (410) 676-7760, Fax: 410-676-7761.