



## Products Warranty

Hybrilux, LLC ("Company", "we", or "us") provides this warranty with respect to our Hybrilux branded products ("Hybrilux Products Warranty") as set forth below. By purchasing Hybrilux Goods from us, you agree to the terms of this Hybrilux Products Warranty, and the other Terms and Conditions of Sale, and any other terms defined in the Sales Order.

### 1. Product Warranties

#### 1.1 Limited Warranty.

Except as otherwise expressly provided in Exhibit A, the Company warrants to you that, for seven (7) years from the date of shipment of Hybrilux Goods pursuant to any Sales Order, unless a longer period is required under applicable law in which case it will be that period (the "Warranty Period"), such Hybrilux Goods will materially conform to the specifications set forth in such Sales Order (if any), and will be free from significant defects in materials and workmanship. Exhibit A provides additional warranty terms for certain types of Hybrilux Goods. In the event of a conflict between the terms provided in Exhibit A and the terms of this Article 1, the terms of Exhibit A shall control. For the avoidance of doubt and notwithstanding any other express or implied terms in this Hybrilux Products Warranty, the warranties provided in this Article 1 and Exhibit A (together, the "Product Warranties") are not cumulative or provided in addition to any other warranty. The Product Warranties are not transferrable.

#### 1.2 Warranty Limitations.

Except as expressly provided herein, the Company shall not be responsible for labor charges, removal charges, installation, or other consequential costs with respect to Defective Goods (as defined below). In no event shall our liability under the Product Warranties exceed the purchase price of the Defective Goods. The Product Warranties do not apply to Hybrilux Goods that have been:

- 1.2.1 exhibiting normal wear and tear;
- 1.2.2 used for purposes for which they are not designed or intended;
- 1.2.3 subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by us;
- 1.2.4 installed not in accordance with the applicable Hybrilux installation instructions and the then-applicable housing, building, plumbing, mechanical, electrical, and other applicable code requirements;
- 1.2.5 disassembled, reconstructed, repaired, or altered by persons other than the Company or its authorized representatives or agents;
- 1.2.6 used with any Third-Party Product (as defined below) that has not been previously approved in writing by us; or
- 1.2.7 damaged as a result of any circumstances or occurrences beyond the reasonable control of the Company, including without limitation, acts of God, natural catastrophes, extreme weather conditions, war, terrorism, civil unrest or riots, sabotage, vandalism, or improper handling by a common carrier.

#### 1.3 Third-Party Products.

Products or hardware manufactured by a third party (each a "Third-Party Product") may contain or be contained in, incorporated into, attached to, or packaged together with the Hybrilux Goods. Third-Party Products are not covered by the Product Warranties. For the avoidance of doubt, the Company makes no representations or warranties with respect to any Third-Party Product.

#### 1.4 Exclusive Remedy.

Notwithstanding any other provision of this Hybrilux Products Warranty except Section 1.5, this Section 1.4 contains your exclusive remedy for Hybrilux Goods shipped by us to you that do not conform to the Product Warranties ("Defective Goods"). Your remedy under this Section 1.4 is conditioned upon your compliance with its obligations and restrictions under this Section 1.4. Except as set forth in this Section 1.4, you have no right to return for repair, replacement, credit, or refund any Hybrilux Goods. During the Warranty Period you may not reconstruct, repair, alter, or replace any Hybrilux Goods in whole or in part, either itself or by or through any third party; in the event that you violate the preceding clause, the Product Warranties and the remedies available under this Article 1 shall



be thereby void. THIS SECTION 1.4 SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THE PRODUCT WARRANTIES.

During the Warranty Period, with respect to any allegedly Defective Goods:

- 1.4.1 you shall notify us in writing of any alleged claim or defect within five (5) business days from the date you discover, or upon reasonable inspection should have discovered, such alleged claim or defect, but in any event before the expiration of the applicable Warranty Period;
- 1.4.2 you shall ship, at your expense, such allegedly Defective Goods, or sample, to our facility located at 2200 Post Oak Blvd, Suite 1000, Houston, TX 77056 or to any other location designated by us in writing, for inspection and testing by the Company;
- 1.4.3 if our inspection and testing reveals, to our reasonable satisfaction, that such Hybrilux Goods are Defective Goods, and no defect has been caused or contributed to by any of the factors described under Section 1.2, the Company shall in its sole discretion and at its expense (subject to Sections 1.4.2 and 1.4.4), either (i) repair or replace such Defective Goods, or (ii) credit or refund the price of such Defective Goods less any applicable discounts, rebates, or credits; and
- 1.4.4 if the Company exercises its option to repair or replace, we shall, after receiving your shipment of such Defective Goods, ship to you, at your expense, the repaired or replaced Hybrilux Goods to either the original delivery location of the Hybrilux Goods or a reasonably comparable other location designated by us.

#### **1.5 Withdrawal of Goods.**

If the Company determines that any Hybrilux Goods sold to you might be or are Defective Goods, you shall, at our request, withdraw all similar Hybrilux Defective Goods from sale and/or use and, at our option, either return such Defective Goods to the Company (pursuant to the terms of Section 1.4.2) or destroy the Defective Goods and provide us with written certification of such destruction. Notwithstanding the limitations of Section 1.4, if you return all withdrawn Defective Goods or destroy all withdrawn Defective Goods and provide us with written certification of such destruction within 30 days following the Company's withdrawal request, in either case consistent with our instructions, we shall (a) repair or replace all such returned Defective Goods or (b) replace such destroyed Defective Goods, in either case pursuant to the terms of Section 1.4.4. Your remedy hereunder is not available if any such defect has been caused or contributed to by any of the factors described under Section 1.2. THIS SECTION 1.5 SETS FORTH YOUR SOLE REMEDY AND THE COMPANY'S ENTIRE LIABILITY FOR ANY DEFECTIVE GOODS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 1.5.

#### **1.6 Disclaimer.**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 1.1 AND EXHIBIT A, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE HYBRILUX GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF, EXCEPT THOSE SPECIFICALLY PROVIDED IN THE TERMS OF SERVICE, AND SECTION 1.1 AND EXHIBIT A OF THIS HYBRILUX PRODUCTS WARRANTY.

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## EXHIBIT A

Subject to the provisions of Article 1, the following types of Hybrilux Goods have additional product-specific warranty terms provided in this Exhibit A.

### Section A-1. Electrical Products.

With respect to electrical products, the Product Warranty does not cover the following:

- Uninterrupted or error-free operation of the electrical product.
- Shortcomings that do not impair the use of the product for the intended purpose.

With respect to electrical products, the Product Warranty is void under any of the following conditions or circumstances:

- The electrical product is used in or exposed to an unsuitable environment, including without limitation an environment that causes excessive wear and tear, except for any such exposure to environmental conditions that the product was specifically designed to withstand as indicated in the applicable specifications for the product.
- The electrical product is exposed to fire, water, snow, moisture, liquid ingress, or sand, except for any such exposure that the product was specifically designed to withstand as indicated in the applicable specifications for the product.
- Failure to observe applicable safety standards or regulations.
- The electrical product is used with an improper electrical supply, including without limitation such conditions as supply spikes, over-voltage or under-voltage, or supply carried over improper wiring.

### Section A-2. Lighting Fixtures.

The Product Warranty limitations set forth in Section A-1, regarding electrical products, also apply to lighting fixtures and products. Because the environment within ten miles of a sea coast can be extremely corrosive toward lighting fixtures and products, general corrosion or deterioration of lighting fixtures and products in such an environment is considered normal wear and tear, and therefore does not indicate that the lighting fixtures and products are Defective Goods. The Product Warranty does not cover glass components (including photovoltaic modules), light bulbs, or remote-control batteries. Additionally, the Product Warranty is void with respect to indoor lighting fixtures and products that are installed outdoors or exposed to water or other liquids.

With respect to lighting fixtures, the Product Warranty is void under any of the following conditions or circumstances:

- The lighting fixture is not installed within 60 days of receipt.

### Section A-2. Batteries.

The Product Warranty limitations set forth in Section A-1, regarding electrical products, and A-2, regarding lighting fixtures, also apply to batteries.

With respect to batteries, the Product Warranty is void under any of the following conditions or circumstances:

- The battery is not installed within 60 days of receipt.

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