OSRAM SYLVANIA Inc. LED LIGHTING FIXTURES LIMITED WARRANTY

OSRAM SYLVANIA Inc. ("OSI") warrants this LED lighting fixture ("Product") to be free from defects in materials and workmanship, and to operate from the date of purchase for a period of (i) one (1) year for the fixture body and (ii) three (3) years for the LED light source and power supply, subject to the Terms and Conditions specified below. If the Product fails to operate for the specified warranty period, OSI will, at its option, repair or replace the Product with the same or similar Product at no charge. LABOR IS NOT INCLUDED. OSRAM SYLVANIA Ltd./Ltee ("OSL") warrants the Product on the same terms for Products purchased in Canada.

TERMS AND CONDITIONS

This warranty only applies when the Product is properly wired and installed; is operated in environmental conditions within the normal specified operating range of the system (ambient temperature up to 35 degrees Celsius); and is installed in accordance with the instructions contained in the installation guide included with the Product. This warranty excludes defects or damage caused by any primary side (line voltage) power source problems including, but not limited to, unregulated power, short circuits or lightning induced power surges. This warranty also excludes failures resulting from submersion in liquid, acts of God, fire, vandalism, or civil disturbances. This warranty does not apply to any abnormal use, improper installation, improper maintenance or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA).

This warranty does not cover equipment, systems or components from other manufacturers that Purchaser uses in conjunction with Product. Any repair, alteration or modification of the Product, including replacement of Product components with components of other manufacturers will void the warranty in its entirety. For technical difficulties call: 1-800-LIGHTBULB (1-800-544-4828).

WARRANTY RETURN PROCESS

For U.S. Purchasers: If the Product fails to operate for the specified warranty period, return it, together with proof of date of purchase, to the retail store where the Product was purchased for replacement with the same or similar Product, free of charge. If there are additional questions, please contact OSI's National Customer Service & Sales Center at 1-800-654-0089; Fax: 866-632-9674; Email: <u>warranty.service@sylvania.com</u>.

For Canadian Purchasers: Warranty claims can be serviced by calling OSL's National Customer Service & Sales Center at 1-800-654-0089; Fax: 866-632-9674; Email: oslwarranty@sylvania.com. After obtaining a return authorization number (RMA), the Product should be shipped, freight pre-paid, to the National Customer Service & Sales Center, OSRAM SYLVANIA LTD./LTÉE, 2001 Drew Road, Mississauga, Ontario, Canada L5S 1S4.

FAILURE TO FOLLOW THESE PROCEDURES SHALL VOID THE WARRANTY.

OSI AND OSL RESERVE THE RIGHT TO EXAMINE ALL FAILED PRODUCTS TO VERIFY THE CAUSE OF FAILURE AND SHALL BE THE SOLE JUDGE AS TO WHETHER A PRODUCT IS DEFECTIVE AND COVERED UNDER THIS WARRANTY.

LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF OSI AND OSL FOR THE PRODUCT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL OSI OR OSL BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. IN NO EVENT SHALL OSI'S OR OSL'S TOTAL LIABILITY FOR ANY REASON ARISING HEREUNDER EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE PRODUCT PURCHASED HEREUNDER.