

## LIMITED WARRANTY

Subject to the limitations set forth in Nulite Lighting's General Terms & Conditions of Sale, for Light Emitting Diode (LED) luminaires, Nulite Lighting warrants to the original purchaser that the factory installed boards and drivers will be free from defects in material and workmanship for 5 years from the date of shipment. If 10% of the individual LEDs (boards and/or drivers) should fail within 5 years of shipment, Nulite will at its sole option, repair or replace the luminaire. The warranty does not cover failures due to abnormal site conditions, which include, but are not limited to, under/over voltage, under/over current, excessive switching, and excessive ambient temperatures.

Nulite will repair or replace any Product that Nulite determines to be defective in workmanship and/or material. The determination of whether a Product is defective shall be made by Nulite in its sole discretion with consideration given to the overall performance of the Product as compared to the expected performance of the Product set forth in the applicable specifications sheet. Nulite retains the right to determine whether to repair the original Product or replace it in whole or in part. Nulite is not responsible for any costs and expenses incurred in connection with (i) the shipment of replacement Products to the customer or (ii) labor or equipment necessary to remove or install light fixtures and/or failed Product components. Nulite reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured Products or parts in the warranty repair or replacement process. Nulite will, at its sole discretion, determine whether such Products or parts will be substantially comparable in function and performance to the original Products or parts.

Adequate records of operating history, maintenance and testing must be kept by the end-user and provided to Nulite Lighting upon request to substantiate any defect in materials and/or workmanship.

This Limited Warranty does not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to casualty event or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibrations; harmonic oscillation or resonance associated with movement or air currents in or around the Product; altercation; accident; or failure to follow installation, operating, maintenance or environmental requirements set forth in the applicable specifications sheet.

This Limited Warranty will be considered null and void if the Indoor Product is stored or operated in an environment having non-condensed humidity of greater than 80% or ambient temperatures greater than 50°C or less than -20°C, or otherwise in an environment not recommended by Nulite. The Limited Warranty for Exterior Product excludes fatigue, failure, or similar phenomena of the product resulting from induced vibration, harmonic oscillation, or resonance associated with the movements of air currents acting upon the product, damage or discoloration to the coating caused by moisture or other contamination during storage, color fading due to sun exposure, acts of God such as hurricane, tornado, hail, earthquake, floor or other severe weather or natural phenomena. Consult an authorized company representative for any specific temperature or moisture recommendations for a given Product. Be sure to consult the specification sheets for all specifications related to the Product.

To make a claim under this Limited Warranty, the original end-user must notify Nulite within thirty (30) days of discovery of the defect or failure to an authorized representative of Nulite. Such notification must include proof of purchase, such as an invoice. Nulite may require that the defective Product be returned to Nulite, freight prepaid. If the defective Product is not returned, this Limited Warranty will be null and void. Returns will not be processed unless the original end-user has requested and received a "Return Goods Authorization" (RGA) from Nulite.

THE WARRANTY TERMS SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND NULITE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO AGENT, SUPPLIER OR DISTRIBUTOR OF NULITE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF NULITE.

Nulite's total liability on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Nulite's performance or breach of this Limited Warranty, or from Nulite's sale, delivery, resale, repair, or replacement of any Products or furnishing any services, shall in no event exceed the purchase price allocable to the Product that gave rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified in the warranty stated below. Nulite shall not be responsible for any special, consequential, incidental or punitive damages in connection with any breach of this Limited Warranty.

Nulite Lighting reserves the right to cancel, modify or discontinue this Limited Warranty without notice provided that such modification, cancellation or discontinuation will only be effective with regards to any Product purchased after such modification, cancellation or discontinuance.

This Limited Warranty is extended solely to the original end-user at the original delivery location and is non-transferable.

Any breach, or failure to adhere to any, of the General Terms and Conditions set forth above or product-specific terms and conditions set forth below renders this Limited Warranty null and void.

#### FLUORESCENT PRODUCTS LIMITED WARRANTY

Nulite warrants that its fluorescent lighting products, excluding electronic components, will be free from defects in workmanship and materials for a period of one (1) year from the date of shipment. Claims with respect to excluded electronic components must be made to the original equipment manufacturer (OEM) under any applicable warranty. The OEM is solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such electronic components. Nulite makes no warranties whatsoever with respect to lamps or ballasts and will not accept any responsibility or liability for lamps and ballasts. Upon request, Nulite will endeavor to provide reasonable assistance with any warranty claims related to OEM components.

Effective Date: October 2020