SORAA INC. LIMITED 5-YEAR FIXTURE WARRANTY & PRODUCT RETURN PROCESS BARREL AND GABLE LED FIXTURE LIMITED WARRANTY COVERAGE JANUARY 2018

Soraa Inc. ("Soraa") warrants that its ARC LED fixtures ("Fixtures") will be free from defects in material and workmanship for a period of 5 years. Warranty period begins at date of shipment to the Distributor.

If the Fixture fails to conform within this limited warranty for the specified period, Soraa will, at its sole option, replace the Fixture or failed component at no charge. Third party components not manufactured by Soraa are subject to the warranty provided by the component manufacturer.

This Warranty is limited to coverage for Product Failure due to manufacturers' defects.

Product Failure is defined as:

- 1) Lumen depreciation or color shift beyond those set forth in the Energy Star Requirements for SSL V1.1, or
- 2) Verification that 15% or more of the LEDs have failed, or
- 3) A complete lack of light output

This Warranty applies only to Fixtures invoiced by Soraa as part of a commercial or residential installation when purchased from an authorized Distributor (Buyer).

PRODUCT WARRANTY

Soraa Inc. warrants that Soraa branded products purchased by you as buyer ["Buyer"] will conform to and perform in accordance with Soraa's published design specifications for such products in effect on the date of shipment (within the deviations specified therein) for the applicable Warranty Coverage Periods cited above ["Limited Warranty Period']. Soraa's liability and Buyer's sole remedy under this warranty is limited to the repair or replacement of items determined by Soraa to be defective resulting in a Product Failure. Soraa shall have no liability under this warranty unless Soraa is notified in writing within 60 days of Buyer's discovery of the defect resulting in a Product Failure and the defective items are returned to Soraa and received by Soraa in accordance with the Product Return Policy & Process detailed below.

The warranty is based on a typical burning behavior at a maximum ambient temperature of 35C. Buyer must provide usage information to validate hours of use and confirm that the Fixture is used within the terms of the conditions defined on the specification and installation sheets. Soraa reserves the right to visit the jobsite or installation to determine proper installation and use. No warranty is provided if the Fixture is used outside the proper conditions, or if it was subject to conditions on the jobsite resulting in failure.

Soraa will not start a new warranty period in case of repair or replacement of the product after approval of claim. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original product and warranted for the remainder of the original Limited Warranty Period.

This warranty extends only to the original purchase by the Buyer and is not transferable to anyone other than the installer or end user. This warranty shall not apply to any defect, Product Failure or other

failure to perform resulting from Acts of God, or from misapplication, improper installation, improper operation, failure to follow the product instructions or user manual, failure to perform preventive maintenance, damages caused by usage that is not in accordance with product instructions or user manuals, damages caused by the combination of Soraa branded products with other non-Soraa branded products, accessories, parts or components, normal wear and tear, damage caused as a result of improper transportation or packing/packaging when returning the product to Soraa, abuse or contamination, whether internal or external, and Soraa shall have no liability of any kind for failure of any equipment or other items in which the products are incorporated.

This warranty does not cover misuse or minor imperfections in products that meet design specifications or imperfections that do not materially alter or affect functionality. Soraa's entire liability and Buyer's sole remedy under this warranty for a services breach shall be limited to the provision of such remedial or replacement services as Soraa reasonably determines necessary to correct the breach.

This warranty shall be void in the event any repairs or alterations not authorized by Soraa in writing are made to the Product by any person.

This warranty shall be void if non-conforming or defective Products are not properly packaged when returned to Soraa.

This warranty shall not apply to products manufactured by Soraa to Buyer's designs or specifications, and no warranty is given as to such products.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SORAA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SORAA'S MAXIMUM LIABILITY TO THE BUYER IS LIMITED TO REPLACEMENT OF THE PRODUCT OR <u>REPAIR.</u> SORAA IS NOT LIABLE TO BUYER IF SORAA IS UNABLE TO PERFORM DUE TO EVENTS IT IS NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

NO AGENT, DISTRIBUTOR OR DEALER IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS WARRANTY, ON BEHALF OF SORAA, IN ANY MATTER.

This Warranty shall be governed by the laws of the State of California without regard to conflicts of laws.

PRODUCT RETURN POLICY & PROCESS Product Return Policy

- Claims for products to be returned must be made within the applicable warranty period. If the customer requests that a replacement be sent immediately, the replacement product will be billed to the customer's account in accordance with Soraa's standard payment terms. Once a final decision is made, a credit will be issued if the warranty claim is allowed.
- 2) Do not return any items that have not received a Return Materials Authorization (RMA) number from Soraa.
- 3) Your RMA number is valid for sixty (60) days from the date of authorization.
- 4) Soraa reserves the right to repair or replace the defective product.
- 5) Product must be packaged properly to avoid damage during transportation. Damage during transportation voids this warranty.
- 6) Product cannot be taken apart for failure analysis prior to return. This voids the warranty.
- 7) Damaged items not as a result of a manufacturing defect will not be repaired and are not covered by this warranty.

Product Return Process

- 1) Ensure item or items qualify under Soraa's Warranty.
- 2) Call the Soraa for a RMA processing number on or before the expiry date of the applicable warranty period at 510-456-2200, or apply online at www.soraa.com/warrantyrequest.
- Packaging instructions, shipping method and paperwork will be sent to you VIA e-mail. You are responsible for freight charges on returned items. Product must be returned to Soraa undamaged.
- 4) Follow all instructions to reduce delays in processing.