

LIMITED WARRANTY

National Lighting Electrical Services Inc., a Wisconsin Corporation (the “Company”), expressly warrants to the original purchaser (the “Buyer”); that, for a period of five (5) years (“Product Warranty Period”) from the date of purchase and delivery, of its commercial lighting product (the “Product”) will be reasonably free of defects in materials and workmanship. One five (5) year extension of the Product Warranty Period is available to the Buyer for an additional cost at the time of purchase of the Product. The Company further warrants to Buyer that, for a period of one (1) year (“Service Warranty Period”) from the date of a Company-conducted installation of the Product that the installation is free from material defects of workmanship utilizing reasonable care and skill in conformance with industry standards. The foregoing warranties are subject to the limitations set forth herein.

To initiate a warranty claim, the Buyer must provide written notice of the alleged defect to the Company no later than three (3) days after its discovery and include the Product serial number, invoice number, and a clear description of the alleged defect. The Company will, at its option, repair or replace the Product if the Product fails or does perform as warranted solely due to a manufacturing defect within the Product Warranty Period or workmanship defect within the Service Warranty Period, if applicable, subject to the exclusions set forth in this Limited Warranty. The foregoing repair or replacement is at no charge except for reasonable labor charges necessary to repair or replace the defect and approved return shipping costs, payment of both of which will be the Buyer’s sole responsibility. The Company’s obligation as to repair or replacement shall further be limited to repair or replacement with the styles, models, products, colors, etc. of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails. Any repaired or replaced product shall also remain subject to the original Product Warranty Period and Service Warranty Period, if applicable, from the date of the original purchase, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period. There are no other remedies available under this warranty.

Disclaimer of Warranties

The Product must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions.

This Limited Warranty does not cover defects caused by:

1. Buyer’s or a third-party’s noncompliance with Company’s installation instructions, applicable electrical codes, or product use specification (including out of specification modifications);
2. Buyer’s improper storage, installation, handling, and/or use of the Product, such as noncompliance environmental limitations specified for the Product;
3. damage not resulting from manufacturing defects that occur while the Product is in the customer’s possession or its transportation or delivery, including as a result of power surges;
4. unreasonable or unintended use of Product;
5. minor cosmetic conditions such as, scratches, etc. not otherwise affecting the Product’s performance; or
6. dissatisfaction with the appearance of the Product.

This Limited Warranty shall be immediately void if the Product’s average daily use exceeds eight (8) hours per day.

Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THIS PRODUCT. THE COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE



PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY THE COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF A NON-CONFORMING PRODUCT, OR AT THE OPTION OF THE COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. THE BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

NO CLAIM BY THE BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION,

SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY OF THE BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.