

## LED LUMINAIRE 5 YEAR LIMITED WARRANTY

This limited warranty is provided by Howard Industries, Inc. the company described as below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is Howard Industries, Inc., Lighting Products Division identified as such on the invoice. This limited warranty may be transferred to the subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product, or replace the Product. This limited warranty may not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance, associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Special terms related to all Solar Products:

The Warranty Period for batteries is 3 year. Batteries are fully charged when shipped to the Purchaser or installation site. The batteries must be installed and operational no later than 2 months from the day of shipment. If stored beyond such time period, the Purchaser is responsible for recharging the batteries according to battery manufacturer's instructions at 2 months and every two month thereafter.

No warranty on performance due to its dependence on environmental factors, and proper aiming requirements of the panel per site's geographic location. Natural variations in weather, and environmental

conditions greatly impact performance. No assurance of any specific performance criterion (lumens, duration) is implied. Improper installation includes but is not limited to improper placement, orientation, tilt and/or shading conditions.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to the Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Howard Industries Inc., Lighting Products Division. This limited warranty only applies to specified LED fixtures.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Should at any time within the stated warranty period from date of manufacture any appearance of defect in material or workmanship appear, purchaser must notify Howard Industries, Inc. by calling 1-800-956-3456 or (601) 422-0033. Written notice may be mailed to Howard Industries, Inc., Lighting Products Division, PO Box 1590, Laurel, MS 39441 or by fax at (601) 422-1652.

As a condition to qualify for refund of original LED fixture purchase price or replacement under the provisions of this limited warranty, defective product must be available for return to Howard Industries, Inc. at its request for inspection and test analysis. Prior written approval for return must be obtained from the factory.