PRODUCT LIMITED WARRANTY TERMS AND CONDITIONS

Subject to change without notice

LEDVANCE LLC and LEDVANCE Ltd. / Ltée (LEDVANCE) is pleased to provide a limited warranty for the products listed on the LEDVANCEUS.com website that are primarily used in industrial or commercial applications (For the use in US and Canada).

LEDVANCE warrants each listed product from the LEDVANCEUS.com website ("Product") (1) to be free from defects in materials and workmanship, and (2) to operate from the date of installation or if installation date is not known, three (3) months from the date of manufacture.

PRODUCT LIMITED WARRANTY TERMS AND CONDITIONS Subject to change without notice LEDVANCE LLC and LEDVANCE Ltd. / Ltée (LEDVANCE) is pleased to provide a limited warranty for the products listed on the LEDVANCEUS.com website that are primarily used in industrial or commercial applications (For the use in US and Canada). LEDVANCE warrants each listed product from the LEDVANCEUS.com website ("Product") (1) to be free from defects in materials and workmanship, and (2) to operate from the date of installation or if installation date is not known, three (3) months from the date of manufacture. If LEDVANCE Luminaire/Product fails to operate during the applicable Warranty Period due to a manufacturing defect, LEDVANCE will, at its sole discretion, replace or repair the Product, provide key replacement components or grant the original purchaser a credit towards Product replacement. Key components can include LED drivers, photosensors, Emergency Backup etc. If LEDVANCE grants a replacement and Product is not available, a comparable product will be provided. LEDVANCE will not be responsible for labor or transportation costs for removal, installation of replacement components, return or installation.

TO FILE A CLAIM

A warranty claim can be reported online at www.ledvanceUS.com/warranty or by contacting either LEDVANCE's National Customer Service & Sales Center at 1-800-654-0089 Fax: 866-632-9674 or the designated LEDVANCE sales representative. A completed Product Claim record (PCR) can be downloaded and emailed to warranty.service@ledvance.com.

If deemed necessary by LEDVANCE under the terms of this warranty, Purchaser will receive a Return Material Authorization ("RMA") number and shall promptly return the Product to the address provided on the RMA as directed by LEDVANCE at the Purchaser's expense. The RMA must be included on both the

packing slip of the Product or Product component being returned and on the outside of the box. FAILURE TO FOLLOW THIS PROCEDURE SHALL VOID THE WARRANTY. IF REPLACEMENT PRODUCT IS PROVIDED UPFRONT FREE OF CHARGE AND THE ORIGINAL PRODUCT IS NOT RETURNED OR THE RETURNED PRODUCT IS NOT COVERED BY THE TERMS OF THE WARRANTY, THE CUSTOMER WILL BE CHARGED FOR THE REPLACEMENT PRODUCT AT THE THEN CURRENT PRICE PLUS SHIPPING COSTS. If upon examination of the Product, LEDVANCE determines the root cause of failure to be due to a defect in materials or workmanship, LEDVANCE will provide the appropriate remedy as set forth above. LEDVANCE reserves the right to (i) examine all Product to determine the cause of failure and (ii) be the sole judge as to whether a Product is defective and covered under this warranty.

This warranty does not cover any labor costs for repair, alteration, modification or reinstallation of the Product.

This warranty only applies when the Product is properly wired and installed in accordance with the instructions contained in the product installation guide and in applicable spec sheet and packaging contents. The warranty excludes defects resulting from acts of God, accidents, abuse, fire, vandalism, or civil disturbances. 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, under/over voltage/current conditions, operating outside specified temperature range, or storing the Product outside the specified temperature range. This warranty does not apply to any abnormal use 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), the Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including but not limited to (by product category):

LUMINAIRE

Coastal Conditions: Limited warranty of 1 year on paint finish for outdoor luminaire products not rated for marine locations when installed within 3.5 miles of the ocean/sea.

POLE

PLEASE NOTE: The Effective Projected Area (EPAs) for Poles are originated from the AASHTO standard Wind Speed Map. Responsibility lies with purchasers for correct Pole selection based on local codes and standards for the job location. A qualified engineering consultant should be used for purchase

and installation. To obtain more information on AASHTO Standards please contact American Association of State Highway and Transportation Officials (www.aashto.org). Poles are guaranteed to meet the EPA requirements listed on the product and information bulletin. LEDVANCE is not responsible if a Pole has a lower EPA rating than the indicated wind-loading zone where the Pole is installed, which is the sole responsibility of purchaser. The Pole is designed to mount the Luminaire. Any other use or mounting (banners, flags, or signs) would add stress to the Pole and void the warranty. LEDVANCE shall not be liable for harm or damage caused by any unapproved use. Wind speeds and listed EPAs are for ground-mounted installations. Poles mounted on structures (such as bridges and buildings) must consider the vibration and coefficient of height factors beyond this general guide and purchaser must consult a structural engineer and the local and national standards.

LED LAMPS & TUBES

If Product fails to operate during the Warranty Period, LEDVANCE may, at its sole option, replace or repair the Product with the same or similar Product, at no charge to the Purchaser. If replacement product is not available, LEDVANCE will grant Purchaser a credit towards Product replacement, the remedy which will use the following calculation. For credit to be applied, purchaser must have purchased directly from LEDVANCE, otherwise replacement product will be provided as a remedy.

$$\frac{\text{Purchase Price (\$)} \times \text{Unexpired Warranty Period (months)}}{\text{Warranty Period (months)}}$$

LEDVANCE BALLASTS

This is not a system warranty; it applies only to standalone products

This warranty only applies when LEDVANCE's Products are properly wired and installed with suitable and compatible fluorescents1 or LED Lamps2 within the electrical values recommended by LEDVANCE, used in lighting equipment designed and approved for the application and in environmental conditions (temperature, humidity) within the normal specified operating range of the Product.

LEDVANCE warrants each LEDVANCE ballast (when installed in a compatible and suitable LED system) (the "Product") to be free from defects in materials and workmanship, and to operate from the date of installation (or date of manufacture if installation date is not known or available or verifiable) for the time

periods and subject to the Terms and Conditions specified below. LEDVANCE further warrants that , for one (1) year the functionality of the firmware embedded in the Product(s) “Product Firmware”) will conform in all material respects to the Product documentation available at the start of the warranty period. If the Product fails operate during the applicable warranty period due to a defect, LEDVANCE will, at its option, replace or repair the Product. LEDVANCE reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured Product(s) or parts in the warranty repair or replacement process. For purposes of clarity, this Limited Warranty does not include any removal, commissioning, programming, or reinstallation costs or expenses, including without limitation, any labor costs, equipment, or other expenses required to remove and/or reinstall original or replacement Product(s) and/or parts. This Limited Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end-user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end-user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Products to comply with the terms of this Limited Warranty and does not extend the Warranty Period. If product is not available LEDVANCE will grant Purchaser a credit to be used for replacement product on a pro-rated basis according to the following calculation for credit to be applied, purchaser must have purchased directly from LEDVANCE, otherwise replacement product will be provided as a remedy.

OSRAM BALLASTS

If the Product fails operate during the applicable warranty period due to a defect, LEDVANCE will, at its option, replace or repair the Product. LEDVANCE reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured Product(s) or parts in the warranty repair or replacement process. For purposes of clarity, this Limited Warranty does not include any removal, commissioning, programming, or reinstallation costs or expenses, including without limitation, any labor costs, equipment or other expenses required to remove and/or reinstall original or replacement Product(s) and/or parts. This Limited Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end-user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end-user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Products to comply with the terms of this Limited Warranty and does not extend the Warranty Period. If product is not available LEDVANCE will grant Purchaser a credit to be used for replacement product on a pro-rated basis according to the following

calculation For credit to be applied, purchaser must have purchased directly from LEDVANCE, otherwise replacement product will be provided as a remedy.

$$\frac{\text{Purchase Price (\$) x Unexpired Warranty Period (months)}}{\text{Warranty Period (months)}}$$

TRADITIONAL LIGHTING

If upon examination of the Product, LEDVANCE determines the root cause of failure to be due to a defect in materials or workmanship, LEDVANCE will provide the appropriate remedy as set forth above. LEDVANCE reserves the right to (i) examine all Product to determine the cause of failure and (ii) be the sole judge as to whether a Product is defective and covered under this warranty.

EV CHARGING

If the Product fails to operate during the applicable Warranty Period due to a manufacturing defect, LEDVANCE will, at its sole option, replace or repair the Product or key components at no charge. No credit to be offered. Key components can include the SAE J1772 connector with cable. If LEDVANCE grants a replacement and Product is not available, a comparable product will be provided. LEDVANCE will not be responsible for labor or transportation costs for removal, return or installation.

SMART+ LED PRODUCT

If Product fails to operate according to the warranty, the manufacturer will replace Product with the same or similar Product, at no charge. LABOR IS NOT INCLUDED. Product should be returned, together with proof of date of purchase, to the retail store where Product was purchased.

SYSTEM WARRANTY

If the Product fails to operate during the applicable warranty period due to a defect, LEDVANCE will, in its option, replace or repair the Product. LEDVANCE reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured Product(s) or parts in the warranty repair or replacement process. For purposes of clarity, this Limited Warranty does not include any removal, commissioning, programming,

or reinstallation costs or expenses, including without limitation, any labor costs, equipment or other expenses required to remove and/or reinstall original or replacement Product(s) and/or parts. This Limited Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end-user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end-user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Products to comply with the terms of this Limited Warranty and does not extend the Warranty Period. If product is not available, LEDVANCE will grant Purchaser a credit to be used for replacement product on a pro-rated basis according to the following calculation.

LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE LIABILITY OF LEDVANCE FOR THE PRODUCT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. IN NO EVENT SHALL LEDVANCE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION. IN NO EVENT SHALL LEDVANCE'S TOTAL LIABILITY FOR ANY REASON HEREUNDER EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT PURCHASED.