

Bridgelux Limited Warranty Statement for LED Module Products

Bridgelux, Inc. (“Bridgelux”) warrants that its LED Module Products (“Products”) will materially conform to the applicable Bridgelux published specifications (“Specifications”) for such Product for one (1) year from the applicable date of shipment to Customer (together with the limited warranty period for the underlying Packaged Product, which still applies, as well as the pass through from Xenio Corporation of the then-current bundled Five Year XenioCare™ Basic service program for Xenio™ products). This limited warranty applies only to Bridgelux customers (“Customer”) and not to indirect purchasers or users or other third parties or transferees. Module Products refers to products sold by Bridgelux that include, at a minimum, a combination as a single marketed product of an LED array together with one or more of the following: driver circuitry, embedded controls, communications functionality and/or optics. By way of example, Module Products include the Bridgelux OLM™ Series products and the Xenio smart lighting products and do not include Packaged Products or Die Products, as further defined in the then current Bridgelux Standard Terms and Conditions of Sale (“Sales Terms”).

If Customer discovers during the applicable warranty period that such Product(s) fail to materially conform to the applicable Specifications (“Non-Conforming Products”), Customer shall promptly request (providing a detailed description of the nature of the defect or non-conformity) and obtain from Bridgelux an RMA for the return of the Non-Conforming Product(s) to Bridgelux. Such Non-Conforming Products may then be returned to Bridgelux during the applicable Warranty Period freight prepaid, in accordance with Bridgelux’s return policies and procedures. All returned Non-Conforming Products shall be subject to inspection by Bridgelux. If Bridgelux confirms that the Non-Conforming Products do not materially conform to the applicable Specifications, Bridgelux will, as Customer’s sole and exclusive remedy and Bridgelux’s sole and exclusive liability, at its sole discretion, (i) ship to Customer the same or functionally equivalent or better replacement Products in exchange for Non-Conforming Products, (ii) repair the affected Product using new or previously used parts that are equivalent to new in performance, or (iii) provide a refund of the net price paid by Customer to Bridgelux for the affected Product(s); provided that Customer (a) notifies Bridgelux in writing within thirty (30) days after discovery of the failure to materially meet the applicable Specifications; (b) Customer obtains an RMA from Bridgelux prior to returning any Non-Conforming Products; and (c) the Non-Conforming Products are received by Bridgelux no later than two (2) weeks following the last day of the applicable Warranty Period. Any such repair or replacement will not extend the Warranty Period. Remedies of Customer for any breach of warranty are limited to those provided herein to the exclusion of all other remedies, including without limitation, incidental or consequential damages.

Customer is required to prepay shipping charges (and all duties and taxes) for Products returned to Bridgelux under this limited warranty. For valid warranty claims, Bridgelux will reimburse Customer for prepaid freight charges and any return shipment of replacement Products to Customer will be at Bridgelux’s expense.

The foregoing limited warranty does not apply to, and Bridgelux has no liability or obligation with respect to, any Product: (i) damaged by abuse, accident, misuse, neglect, mishandling, alteration, power fluctuations, improper power supply, power surges or dips, induced vibrations, environmental contaminants, repair, disaster, mishandling, transit, acts of God, or improper installation, maintenance, alteration, assembly, unauthorized service, or testing; (ii) caused to fail by any product, device, circuitry, controls, software, data, system or component (or any combination thereof) not supplied by Bridgelux, operation or use outside of the applicable Specifications, improper site preparation, failure to follow prescribed operating, maintenance, installation, assembling, handling or environmental instructions, processes or services, or any other cause external to the Products (such as network connections, Internet access, or operation of infrastructure software systems) or beyond the range of normal use of the Products (including, without limitation, power fluctuations and electrical overdrive); (iii) purchased under an order designating such Product non-returnable (“NCNR”), excess inventory, prototype, or similar designation; or provided to Customer as a sample; or (iv) which is a Bridgefond Low Powered Packaged Product; or (B) any Product which is not Bridgelux branded, in which case the Bridgelux limited warranty applies only to the Bridgelux branded components of such Product and Bridgelux passes through the warranty, if any, provided by the provider of such non-Bridgelux branded Product; or (C) any operation or use of, or in conjunction with, software provided under a separate license agreement, by or through a third party, or which otherwise is not embedded in a Product (“System Software”).

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, ALL PRODUCTS, SERVICES, AND ANY OTHER MATERIALS PROVIDED BY BRIDGELUX ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. BRIDGELUX'S OBLIGATION TO HONOR ANY APPLICABLE WARRANTY IS CONTINGENT UPON BRIDGELUX'S RECEIPT OF PAYMENT IN FULL FOR THE PRODUCT(S) ENTITLED TO THE WARRANTY. BRIDGELUX EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CUSTOMER SHALL NOT RELY ON ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRODUCTS THAT IS NOT EXPRESSLY SET FORTH OR REFERRED TO IN THIS WARRANTY STATEMENT.

IN NO EVENT SHALL BRIDGELUX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE PRODUCTS, EVEN IF BRIDGELUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. BRIDGELUX'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER WITH RESPECT TO A NON-CONFORMING PRODUCT SHALL IN NO EVENT EXCEED THE PRICE PAID BY CUSTOMER FOR THE NON-CONFORMING PRODUCT.

This limited warranty only applies to Bridgelux Standard Packaged Products and does not apply to other products marketed and sold by Bridgelux. This limited warranty is subject to and governed by the Sales Terms and in the event of any differences between this limited warranty and the Sales Terms, the Sales Terms shall prevail. Warranty claims made in accordance with this limited warranty by Customers who are authorized Bridgelux distributors or resellers ("Authorized Distributors") regarding Bridgelux LED array products sold to their customers ("Distributor Customers") will be honored under this limited warranty with the understanding that Distributor Customers must direct any warranty claims to such Authorized Distributor for processing under the Authorized Distributor's terms and procedures. Bridgelux reserves the right to modify this limited warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Bridgelux on or after the effective date of such revised warranty.

Effective Date: May 3, 2016