



NLS LIGHTING, LLC LIMITED WARRANTY

This limited warranty (the "Warranty") may only be transferred to subsequent purchasers of the Warranty is subject to limitations, exclusions and other terms set forth in the NLS General Terms and Conditions and the Warranty set forth below.

NLS LED LIGHT FIXTURES WARRANTY

NLS Lighting ("NLS") warrants only its NLS branded LED light fixtures against defects in materials and workmanship for five (5) years from the date of shipment of the original purchase from NLS. NLS will, at its option, replace, repair, reimburse or credit 100% of the original purchase price of the defective NLS light fixture, components, or electronics. NLS reserves the right to replace or repair defective NLS light fixtures, components or electronics utilizing the same or functionally similar products that are new, repaired, or reconditioned. This Warranty excludes components or fixtures not branded by NLS. NLS will not pay or reimburse for any labor costs to remove, repair, or replace defective NLS light fixtures or the reinstallation of the NLS light fixture. NLS shall not be responsible for any costs and expenses incurred in connection with the shipment of any NLS light fixtures to NLS, but NLS shall bear all cost and expense incurred in connection with the shipment of a replacement NLS light fixture. NLS light fixtures will be considered defective in material or workmanship only if a total of 20% or more of the individual LEDs in the NLS light fixture fail to illuminate.

NLS POLES WARRANTY

NLS warrants the poles sold by NLS against defects in materials and workmanship for a period of one (1) year from date of shipment of the original purchase from NLS. NLS will, at its option, replace, repair, reimburse or credit 100% of the original purchase price of a defective NLS pole. NLS reserves the right to replace or repair any defective NLS pole utilizing the same or functionally similar products that are new, repaired, or reconditioned. The replacement part warranty starts from the original order shipment date. NLS will not pay or reimburse any labor costs to repair or replace defective NLS poles. NLS shall not be responsible for any costs and expenses incurred in connection with the shipment of any NLS poles to NLS, but NLS shall bear all cost and expense incurred in connection with the shipment of a replacement NLS poles.

EXCLUSIONS AND LIMITATIONS

THE WARRANTY FOR EACH NLS PRODUCT IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY NLS PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. IN NO EVENT SHALL NLS BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF NLS WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THE PURCHASE, RESALE, USE, OR DISPOSAL OF ANY NLS PRODUCT, WHETHER THE CLAIM ARISES UNDER TORT LAW, STRICT LIABILITY, PRINCIPLES OF EQUITY, OR CONTRACT. NLS' AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE NLS PRODUCT SHALL NOT EXCEED AND IN ALL EVENTS BE LIMITED TO THE PURCHASE PRICE OF THAT DEFECTIVE NLS PRODUCT.

NLS WILL NOT HONOR ANY WARRANTY CLAIM WITHIN THE APPLICABLE WARRANTY PERIOD WITHOUT PRIOR WRITTEN APPROVAL AND AUTHORIZATION FROM NLS. THIS WARRANTY DOES NOT APPLY TO DAMAGE OR FAILURE TO PERFORM ARISING AS A RESULT OF ANY ACTS OF GOD OR FROM ANY ABUSE, MISUSE, ABNORMAL USE, IMPROPER POWER SUPPLY, POWERS SURGES AND/OR TRANSIENTS, DIPS OR FLUCTUATIONS, CORROSIVE ENVIRONMENTS, NEGLIGENCE, EXPOSURE OR ANY USE OR INSTALLATION IN VIOLATION OF THE INSTRUCTIONS OR RESTRICTIONS PRESCRIBED BY NLS OR ANY APPLICABLE STANDARD OR CODE APPLICABLE IN THE UNITED STATES OR CANADA. THIS WARRANTY APPLIES ONLY WHEN THE NLS LIGHT FIXTURES AND NLS POLES HAVE BEEN PROPERLY HANDLED, STORED, WIRED, TRANSPORTED, INSTALLED, OPERATED AND MAINTAINED IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS, INCLUDING, WITHOUT LIMITATION, INSTALLATION IN APPLICATIONS IN WHICH AMBIENT TEMPERATURES ARE WITHIN THE RANGE OF SPECIFIED OPERATING TEMPERATURES AND OPERATION WITHIN THE ELECTRICAL VALUES SHOWN IN ANY SPECIFICATIONS. NO AGENT, DISTRIBUTOR OR DEALER IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS WARRANTY ON BEHALF OF NLS. NLS WILL NOT PAY OR REIMBURSE LABOR COSTS, TRAVEL TIME OR EQUIPMENT RENTAL COSTS TO REPLACE OR REPAIR DEFECTIVE NLS LIGHT FIXTURES OR NLS POLES. ALL WARRANTIES ARE VOID IF THE NLS PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT WAS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE THAT HAVE NOT BEEN AUTHORIZED AND APPROVED BY NLS. ALL WARRANTY CLAIMS FOR NLS LIGHTING FIXTURES AND NLS POLES MUST BE SUBMITTED WITHIN THIRTY (30) DAYS OF THE ONSET OF THE DEFECT.

This Warranty is effective for the purchase of NLS light fixtures and NLS poles and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. NLS reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any NLS light fixtures or NLS poles purchased after such modification or discontinuance.