

## Limited Warranty

### CREE LIGHTING - LIMITED ONE (1) YEAR WARRANTY

This limited warranty applies to any product ("Product") sold by Cree Lighting ("Seller") to any to any third party purchaser (a "Purchaser") pursuant to or in connection with marketing, reselling, or other services provided by LUMADEAL pursuant to that certain Services Agreement dated as of July 16, 2020 between Seller and LUMADEAL. A Purchaser may transfer (directly or indirectly through a contractor) its rights under this limited warranty to the original end-user purchaser of the Product provided that such Product is resold by Purchaser in new condition and in its original packaging. This limited warranty may not be transferred by the original end-user purchaser except in connection with the sale of the installation site in which the Product was originally installed. Except as expressly provided above or as may be approved in writing by Seller, this limited warranty is non-transferrable.

Seller warrants that such Products will be free of defects in material and workmanship for a period of ONE (1) YEAR from the date of original purchase by the Purchaser. Notwithstanding the foregoing, for a Product sold to a third party end-user customer, the warranty period indicated above will commence on the date of purchase by the original end-user customer.

The determination of whether any Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product as compared to the expected performance per the applicable Spec Sheet, provided that 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 LED components is less than 10% of the total number of LED components in the Product. This limited warranty does not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to a casualty event or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations (including without limitation, excessive salt water in coastal locations); 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 requirements set forth in Seller's applicable Spec Sheet or installation instructions or in applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. If Seller determines that the Product is defective, the sole obligation of Seller, and the sole remedy of Purchaser and/or anyone claiming through the Purchaser, is, at Seller's option, to repair the Product so as to make it non-defective, provide a substantially similar replacement Product, or refund the original purchase price paid by the Purchaser for the defective Product upon return thereof. 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 OR IF THE PRODUCT IS UNINSTALLED FROM THE ORIGINAL INSTALLATION SITE AND MOVED TO A NEW INSTALLATION SITE.**

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, the claiming party must notify Seller in writing within SIXTY (60) DAYS after discovery of the defect, provide proof of purchase such as the invoice, and comply with Seller's other warranty requirements. Seller may require the Product to be returned to Seller or its authorized service provider, freight prepaid. All warranty claims should be addressed to Seller at: 9201 Washington Avenue, Racine, WI 53406 USA.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE 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.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES ARISING FROM THE PURCHASE, RESALE, USE, OR DISPOSAL OF ANY PRODUCT, WHETHER THE CLAIM ARISES UNDER TORT LAW, STRICT LIABILITY, PRINCIPLES OF EQUITY, OR CONTRACT. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE PURCHASE PRICE OF THAT DEFECTIVE PRODUCT.

THE FOREGOING DISCLAIMERS OF WARRANTY AND LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.