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## Warranty Policy: LSGC Horticulture Lighting Products

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Product brands covered: **My Nature Grow™ Bulb, Grow Advantage™ Highbay and any other Horticultural related products as may be specified by Lighting Science Group Corporation (herein referred to as "Product(s)")**

Lighting Science Group Corp. (LSGC) warrants to the purchaser of its LSGC Products, when shipped in its original carton that they will be free from defects in materials and workmanship for the time period set forth below. LSGC will, at its option, either repair the defect or replace the defective product or part thereof at no charge to the purchaser during the warranty period.

### **Limited Warranty:**

LSGC warrants that the Products will be free from defects in materials and workmanship from the date of shipment for a period of three (3) years.

If a Product has been properly handled, installed by licensed electrician or other trade as defined by local requirement, and maintained according to LSGC's Installation Manual, and fails to operate during the applicable warranty period as a result of defects in materials or workmanship, LSGC will, at its option, repair/replace with a similar or like Product, or issue a credit to the purchaser which may be used for a future LSGC product purchase. The amount of such credit, may be pro-rated, at LSGC sole discretion, based upon the lapse of time since the date of shipment. This warranty does not include the costs of labor to remove or install the Product.

### **LED Defect:**

In the event (10%) of LEDs, per luminaire, fail to operate, it shall constitute a "defect" under this Limited Warranty.

### **Terms and Conditions:**

This Product warranty does not apply to failures caused by acts of God or as a result of any improper or incorrect use or installation of the lamp, or any abuse, misuse, abnormal use or stress, or violation of any applicable standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings. Nor shall LSGC provide warranty coverage for any products for which it has not received payment in full.

### **To Make a Warranty Claim:**

Retain the failed Product(s) and proof of original purchase, and notify your Lighting Science sales representative or agent in writing within thirty (30) days of the Product's failure. Purchaser may be required to provide additional information upon request which could include: product failure, installation date and invoice date, detailed description of the problem; application, hours burned and switching cycles. To establish a claim under this Limited Warranty, LSGC may require the return of the Product claimed to be defective to a facility designated by LSGC. A return shipping label and a Return Materials Authorization (RMA) will be provided to the purchaser, without which no return will be accepted. If LSGC determines that the Product(s) is outside the scope of the Limited Warranty the Purchaser would be responsible for the cost of the return.

### **Repaired Products / Replacement Parts:**

Repaired Products and/or replacement parts provided under the terms of this Limited Warranty are warranted for the remainder of the Product's original warranty.

**LIMITATION OF LIABILITY:** Repair or replacement of the Product, as provided under this Warranty, is your exclusive remedy. IN NO EVENT SHALL LSGC BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PROPRIETARY



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INFORMATION, LOSS OR DEFAMATION DUE TO MALPRACTICE SUITS, LOSS OF GOODWILL, ANY COSTS OF RECOVERING, REPROGRAMMING OR REPRODUCING ANY DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR ANY PART(S) THEREOF, INCLUDING ANY DAMAGES ARISING OUT OF ANY DELAY IN THE INSTALLATION OF THE PRODUCT, EVEN IF LSGC HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you. IN NO EVENT SHALL LSGC TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEED THE AMOUNT PAID FOR PRODUCT BY YOU (OR ON YOUR BEHALF) TO LSGC, OR BY THE LEASING COMPANY IF THE PRODUCT HAS BEEN LEASED.

**Exclusions:**

This Limited Warranty only covers defects encountered in normal use of the Product and does not cover the following: (i) Product failure caused by improper use or installation; improper maintenance; improper storage, improper/damaged 3<sup>rd</sup> party shipments; fire; vandalism; civil disturbance; power surge; improper power supply; electrical current fluctuation; corrosive environment installation; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling or installation or Acts of God (including, without limitation, lightning or flooding); violation of any applicable standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings; (ii) Products which have been damaged in transit; (iii) Products which have been modified or have had their serial number altered, defaced or rendered illegible; (iv) Products which have been operated under harsh or extreme conditions, including without limitation, excessively high or low temperatures, water ingress and other similar conditions; (v) Products which have been serviced by personnel not expressly authorized by LSGC; (vi) Products which have not properly been maintained by the customer in accordance with applicable LSGC Installation Manual; and/or (vii) Product accessories and/or components not manufactured by LSGC, even if such were sold by LSGC.

**Applicable Law and Venue:**

This Limited Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of Florida in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venue exclusively in the State or Federal courts located in Brevard County, within the State of Florida (U.S.A.).

**Reservation of Rights:**

LSGC reserves the right to change the Warranty period(s) at any time and without prior notice, and to make all final decisions, at its sole discretion, regarding the validity of any Warranty claims. LSGC reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement process; such products or parts will be comparable in function and/or performance to an original product or part.

**No Other Warranties:**

No other terms, conditions or warranties with regard to the Product, expressed or implied, are authorized by LSGC unless they are contained in writing and signed by a duly authorized officer of LSGC.