

Digital Lumens, Inc. Warranty Statement

Five Year Coverage

General Hardware Performance Warranty.

Digital Lumens warrants that commencing from the date of shipment by Digital Lumens to Customer, and continuing for a period of five years, the following products or product lines (collectively, "Equipment"):

- LightRules Network Gateway
- Digital Light Agent controls
- Battery Backup Unit
- CLE luminaire family

will be free from defects in material and workmanship, under normal use.

A Battery Backup Unit (BBD43) will be considered defective only if it fails to operate for the full 'annual test' time period required by its relevant regulatory listing. Normal use requires that (a) the Battery Backup Unit has been installed on a compatible fixture and continuously powered within ninety (90) days of the date of shipment from Digital Lumens' facilities and (b) the Battery Backup Unit has not been exposed to excessive full charge depletion cycles.

The LEDs in the LED Luminaire will be considered defective in material and workmanship only if a total of 10% or more of the individual light emitting diodes in the LED Luminaire fail to illuminate.

*****START COMMON 5/10 YEAR TEXT

Digital Lumens passes through other manufacturers' warranties for the same term as provided by that manufacturer, if any, as permitted for third party hardware, which may be supplied with the Equipment.

This limited warranty extends only if the Customer is the original end user of the Equipment. In the event that the Equipment fails to satisfy the warranties in this Agreement, Customer's sole and exclusive remedy and the entire liability of Digital Lumens and its suppliers under this limited warranty will be for Digital Lumens or its service center, at its own expense and at Digital Lumens' option, repairing or replacing the equipment that is nonconforming with comparable equipment to

the Customer or reimbursing Customer the purchase price, provided that 1) the Customer provides Digital Lumens written notice of such non-conformity 2) upon Digital Lumens' written authorization, such Equipment is returned to Digital Lumens factory of origin, freight prepaid, and 3) after examination of the Equipment, Digital Lumens determines to its satisfaction that the equipment is nonconforming. Repairing or replacing such products does not include any removal or installation costs or expenses, including, without limitation labor costs or expenses. Digital Lumens replacement parts, used in Equipment repair, may be new or reconditioned. 3rd party hardware to which Digital Lumens makes modifications, such as loading customized software, shall be repaired or replaced with said modifications included.

Restrictions. This warranty does not apply to the extent the warranty non-conformance is due to the Equipment (a) having been altered, except by Digital Lumens or its agents, (b) having not been installed, operated, repaired, or maintained by Customer or its agents (other than Digital Lumens or its agents) in accordance with instructions supplied by Digital Lumens, (c) having been subjected to abnormal or extreme environmental conditions (including, but not limited to extreme temperature or humidity, the use of sulfur, chlorine, or petroleum based solutions, or other contaminants in the area of operation or storage of the Equipment), physical or electrical stress, misuse, negligence, or accident; or (d) being licensed, for beta, evaluation, testing or demonstration purposes.

DISCLAIMER. EXCEPT AS PROVIDED HEREIN, THE EQUIPMENT IS "AS IS" AND DIGITAL LUMENS HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

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