

## WARRANTY OF SALE

### **LIMITED WARRANTY AND LIMITATION OF LIABILITY MATERIAL**

ORGANIC LIGHTING warrants that its products will be sold free from defects in material and workmanship in its intended use for the period of 2 years from date of Buyer's purchase (the invoice date) or such modified term as may apply to specific products where a longer term with specific use and performance conditions are stated as part of the written specification or quotation (the lesser of 5 years or 50,000 illuminated hours at <25°C for LEDs). If within 2 years from date of purchase any of its products are found defective in workmanship or materials, ORGANIC LIGHTING will repair or replace, at its sole discretion, the defective product upon presentation of proof of purchase and the defective product. Buyer must notify ORGANIC LIGHTING promptly of any claim EXPRESSED OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH ORGANIC LIGHTING'S PRODUCTS OR ANY SALE OR USE THEREOF. ORGANIC LIGHTING'S warranty shall extend only to the first Buyer of a product from ORGANIC LIGHTING, from ORGANIC LIGHTING Buyer, or from an AUTHORIZED DISTRIBUTOR reselling ORGANIC LIGHTING product, and is non-assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first Buyer. This warranty applies only to the use of the product as intended by ORGANIC LIGHTING and does not cover any misapplication or misuse of said product. This warranty does not apply to: (a) damage to units caused by accident, dropping or abuse in handling, Acts of God or negligent use; (b) units which may have been subject to unauthorized repair, opened, tampered with, taken apart or otherwise modified; (c) units not used in accordance with instructions; (d) damages exceeding the cost of the product; (e) transit damage, initial installation costs, removal costs or reinstallation costs. ORGANIC LIGHTING will not be liable for incidental or consequential damages. This warranty is in lieu of all other express or implied warranties.

### **LIMITATION OF LIABILITY**

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR ALLEGED NEGLIGENCE, SHALL ORGANIC LIGHTING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OF THE BUYER FOR SUCH DAMAGES. IN NO EVENT SHALL ORGANIC LIGHTING'S TOTAL LIABILITY FOR ANY REASON ARISING HEREUNDER EXCEED THE PURCHASE PRICE PAID TO ORGANIC LIGHTING FOR THE PRODUCT PURCHASED BY THE BUYER HEREUNDER.

Any claim by Buyer for breach of the foregoing warranty shall be deemed waived by Buyer unless submitted to ORGANIC LIGHTING in writing within ten (10) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged breach. Any cause of action for breach of the foregoing warranty shall be brought within one year after the cause of action has occurred. Any charges for labor, materials, etc. that does not have our written approval before such work is implemented will not be allowed. Contact ORGANIC LIGHTING Customer Services for support.