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## CREE LIGHTING CANADA CORP. - LIMITED SEVEN (7) YEAR WARRANTY

This limited warranty applies to any Cree Lighting branded LED lighting fixture, lamp, pole, optional feature, or accessory that has a seven (7) year limited warranty designation in its product technical specification ("Spec Sheet") published by Cree Lighting Canada Corp. ("Seller"), including without limitation, (1) Cree Lighting UR Series™ LED upgrade (retrofit) kits, (2) round and square poles, and (3) pole mounts, arm mounts, and tenons (each, a "Product"), that is provided by Seller to the original purchaser of the warranted Product identified on Seller's invoice ("Purchaser"). A Purchaser who is an authorized distributor of Seller 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 such distributor 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.

With respect to each Product, Seller warrants that:

- (1) such Products will be free of defects in material and workmanship for a period of SEVEN (7) YEARS from the date of original purchase by the Purchaser; and
- (2) the Cree Lighting standard Colorfast DeltaGuard® finish on any such Product will be free of cracking, peeling, and excessive fading and corrosion defects for a period of SEVEN (7) YEARS from the date of original purchase by the Purchaser, except that the Colorfast DeltaGuard® finish warranty for custom colors is only ONE (1) YEAR from the date of original purchase by the Purchaser.

Notwithstanding the foregoing, for a Product originally purchased by an authorized distributor of Seller and sold to an end-user customer, the warranty periods indicated above will commence on the date of purchase by the original end-user customer.

**If you are a consumer subject to the Quebec Consumer Protection Act, the immediately following paragraph does not allow Seller to decide, unilaterally, that a fact or circumstance has occurred.**

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.

### **Exclusions:**

1. 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 fire, 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.
2. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product.
3. **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.**

**If you are a consumer subject to the Quebec Consumer Protection Act, the exclusion of warranties contained in the immediately following paragraph do not limit your rights and remedies under such statute, including the right to make a claim under any of the statutory warranties provided under sections 34 to 54 thereof.**

4. 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.

**If you are a consumer subject to the Quebec Consumer Protection Act, the limitations of liability contained in the immediately following paragraph do not liberate Seller from the consequences of its own acts or the acts of its representatives.**

5. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT (INCLUDING LOSS OF PROFITS), SPECIAL OR OTHER DAMAGES ARISING FROM THE PURCHASE, RESALE, USE, OR DISPOSAL OF ANY PRODUCT, WHETHER THE CLAIM ARISES UNDER EXTRACONTRACTUAL LAW, 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.

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 replacement Product, or refund the original purchase price paid by the Purchaser for the defective Product upon return thereof.

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 as set out in this limited warranty for the remainder of the original warranty period, provided that if you are a consumer subject to the Quebec *Consumer Protection Act*, the warranty term for a Product is extended for a period equal to the time during which Seller had the Product in its possession for the performance of this limited warranty.

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 as set out in this limited warranty. Upon receiving such notice, Seller may require the Product to be returned to Seller or its authorized service provider, freight prepaid. All warranty claims should be addressed to: Cree Lighting Canada Corp., 6889 Rexwood Road, Unit 3, Mississauga, ON L4V 1R2 Canada.

This seven (7) year limited warranty only applies to Products expressly identified as having a seven (7) year limited warranty on the applicable Product Spec Sheet available on Seller's website at: <https://creelighting-canada.com/>. Warranties applicable to all other Cree Lighting, Essentia, and C-Lite branded fixtures, lamps, poles, optional features, and accessories can be found at: <https://creelighting-canada.com/resources/service-support/warranty/>. Notwithstanding anything to the contrary, Seller makes no warranty with respect to any non-Cree Lighting, Essentia, or C-Lite products manufactured by a third party and supplied by Seller.

This limited warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

The parties acknowledge that they have required that this document be prepared in English. *Les parties reconnaissent avoir exigé que les présentes soient rédigées en anglais.*

Effective Date: May 13, 2019