



VISA LIGHTING LIMITED WARRANTY

Limited Warranty: Visa Lighting, a division of Oldenburg Group Incorporated ("Seller") warrants to the buyer of Seller's products or any end user (collectively, "Buyers") that Seller's products ("Products") will be free from material defects in workmanship and materials under normal use and service for a period of five years from the date of Seller's original invoice (the "Warranty Period"), and for a period of three years from the date of Seller's original invoice for products incorporating organic light emitting diode ("OLED") sources. There is NO WARRANTY in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper installation, lamping, modifications, storage or maintenance. Upon Buyers' request for factory-applied "prime coat" finish only, this limited warranty is void with respect to the finish. The DCC option on fixtures with metal finishes in damp locations is required to maintain this limited warranty with respect to the finish.

LED Products: An LED product will not be considered defective solely based on the failure of individual LEDs to illuminate if the number of inoperable LEDs is 10% or less of the total number of LEDs in the product. LED modules manufactured by Seller are covered by this limited warranty. LED modules supplied by the Seller, but not manufactured by the Seller, are not covered under this limited warranty.

OLED Products: An OLED product will not be considered defective solely based on the failure of an OLED panel to illuminate if the total non-illuminated portion of the panel is 3% or less of the panel luminous area or if any single contiguous non-illuminated portion of the panel is 0.5% or less of the panel luminous area.

This warranty does not cover parts furnished but not produced or manufactured by Seller. **This includes, but is not limited to; ballasts, drivers, power supplies and LED modules.** Seller's sole obligation with respect to such parts shall be limited to using commercially reasonable efforts to assign to Buyers any written warranty extended to Seller by the manufacturer of such parts to the extent such warranty may reasonably be assigned. Contact information for any such manufacturer may be obtained from an authorized Seller representative. However, Seller does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer.

Remedy: Seller's sole and exclusive obligation under this limited warranty (and Buyers' sole and exclusive remedy) shall be, upon prompt written notice by Buyers during the Warranty Period of any breach, to either, at Seller's option, repair or replace without charge, F.O.B. Seller's facility, any defective Product or part thereof expressly warranted herein by Seller against defects and found by



Seller in its sole discretion to be defective and covered by this warranty. **SELLER SHALL NOT BE LIABLE TO BUYERS, OR TO ANYONE CLAIMING UNDER BUYERS, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE.** This warranty is limited to the replacement or repair of defective Products or parts thereof at Seller's main facility. Seller assumes no responsibility for costs incurred for inspection, labor, equipment or freight costs in connection with the installation, removal or replacement of products determined to be defective by Seller.

LIMITATION ON DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

DISCLAIMER OF OTHER WARRANTIES: SELLER AND BUYERS AGREE THAT THE EXPRESS WARRANTIES SET FORTH ABOVE IN THE LIMITED WARRANTY SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyers shall determine the suitability of the Products for the intended use and Buyers shall assume all risk and liability whatsoever in connection therewith. Buyers agree that Seller has no post-sale duty to warn Buyers or any other party about any matter.