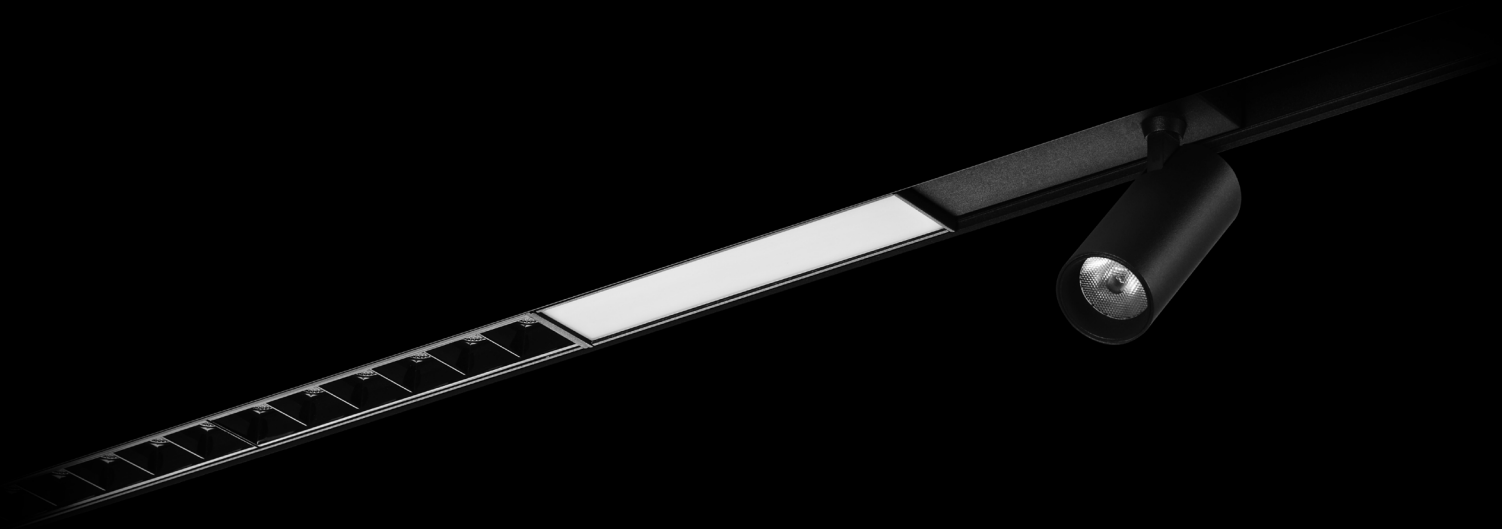


LIMITED WARRANTY STATEMENT



bold
lighting

LIMITED WARRANTY STATEMENT

GENERAL PRODUCT LIMITED WARRANTY COVERAGE

Subject to the exclusions set forth below, Bold Lighting, LLC ("BOLD, LLC") warrants its light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices ("Product(s)") to be free from defect in material and workmanship ("the General Warranty") for a period of three (3) years for outdoor products, and five (5) years for indoor products from the date of shipment from BOLD, LLC's facilities.

This stated warranty and exclusive remedy covers only BOLD, LLC offering of LED products. BOLD non-LED products utilizing traditional light sources such as low voltage halogen, compact fluorescent or HID are covered for one year from date of shipment.

GENERAL CONDITIONS

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in accordance with BOLD, LLC's Installation Instructions, accepted trade practices and in applications in which ambient temperatures do not exceed 40°C at fixture location. BOLD, LLC will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by BOLD, LLC; improper or unauthorized use, installation, handling, storage, alteration, operation, maintenance

or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of BOLD, LLC; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond BOLD, LLC's reasonable control. BOLD, LLC also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s).

The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against costs resulting from installation of third-party components, failures of third party supplied components, or failures of BOLD, LLC supplied Product(s) caused by a third party supplied component.

REMEDIES LIMITATIONS

If the Product(s) fail to comply with the terms of this Warranty, BOLD, LLC, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). BOLD, LLC's liability under its warranty is expressly limited to such repair or replacement, and such obligation to repair or replace defective Product(s) constitutes agreed and liquidated damages for any breach of warranty by BOLD, LLC. This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is

for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period.

CLAIMS

Damaged or missing material must be reported in a claim report within 72 hours of the products receipt date. Claiming defective products after 72 hours will not be covered. Warranty claims regarding the product(s) must be submitted in writing within 7 days of discovery of the failure or malfunction to an authorized BOLD LLC post-sales or customer service representative.

RETURN POLICY

Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by BOLD, LLC, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "Return Material Authorization" which can be obtained only from an authorized BOLD, LLC post-sales or customer service representative. BOLD, LLC is not responsible for any costs and expenses incurred in connection with shipment of product(s) to BOLD, LLC, but BOLD, LLC does not undertake the obligation of covering the return shipment costs for replacement product(s) unless such commitment has been explicitly communicated or approved by BOLD, LLC. Defects that do not impair service shall not be a cause for repair or replacement under any warranty.

BACK CHARGES

BOLD, LLC does not support the imposition of back charges related to labor, equipment shipping or technical support under any circumstance, barring exceptions that have been expressly pre-approved and accompanied by a specific value delineated ahead of time.

WARRANTY ASSIGNMENT LIMITATION

The foregoing warranty terms are exclusive and in lieu of all other warranties, and BOLD, LLC expressly disclaims all other warranties, express or implied, relating directly or indirectly to the product(s), whether oral, written, or arising by course of dealing or usage of trade, including, without limitation, any warranties of merchantability or fitness for a particular purpose. No agent, distributor or other supplier of BOLD, LLC products has the authority to modify or amend this warranty without express written authorization from BOLD, LLC.

Warranty does not pass to the purchaser until payment is received in full. In no case does our warranty and exclusive remedy extend to anybody other than our customers. Our customers are not authorized to extend warranties or remedies on our behalf to anyone. Such unauthorized extensions of warranties or remedies by the customer shall remain in customer's responsibility. Customer is responsible for determining the suitability of our products for customer's use or resale, or for incorporating them into objects or for application which customer designs, assembles, constructs, or manufactures. Customer accepts BOLD, LLC's design and material selection and specifications in placing this order unless other specifications are agreed to in writing by both parties prior to the manufacture of the Product(s) by BOLD, LLC.

LIMITATION OF LIABILITY

The total liability of BOLD, LLC on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, BOLD, LLC's performance or breach of this Warranty, or from BOLD, LLC's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

Statement of limited warranty for BOLD, LLC include LED products in no event shall BOLD, LLC be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), strict liability, or any other theory, including without limitation labor or equipment required to remove and/or reinstall original or replacement parts, loss of time, profits or revenues, lack or loss of productivity, interest charges or cost of capital, cost of substitute equipment, systems, services or downtime costs, damage to or loss of use of property or equipment or any inconvenience arising out of any breach of the foregoing warranty or obligations under such warranty. BOLD, LLC reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.



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