

APPENDIX 1 – WARRANTY CERTIFICATE

A warranty is required for the Goods and will be included in the Contract. The warranty will include at a minimum, but is not limited to, the following:

- a. Full replacement of Goods due to any failure. The inability for a luminaire to operate within specifications is also considered a failure;
- b. Replacement of defective Goods for a minimum of 10 years from date of receipt. No pro-rated warranties will be accepted;
- c. Replacement Goods will be supplied within 30 days of notification. The defective Goods will be made available to the Contractor by the Purchaser. All packaging, shipping costs and arrangements will be borne by the Contractor. The Purchaser will remove the defective luminaire(s) and re-install the replacement luminaire(s) at their own expense;
- d. In the event of a catastrophic failure the Contractor will be responsible for the full replacement of the Goods, shipping costs and all labour for removal and installation of luminaires. Catastrophic failures are failures of a similar nature that occur to 2 percent or more of the luminaires within the first year of operation;
- e. Correlated Colour Temperature (CCT) which falls outside an operational tolerance of a +/- 300 Kelvin shall be classed as defective goods and shall be repaired or replaced by the Contractor. This tolerance shall be above and beyond the manufacturing tolerance (e.g. a luminaire with 4000K would have to be over 4600K or under 3400K to be classed as defective product).

If any term or condition within the attached Warranty Certificate contradicts any of items a. through e. above, the items above will prevail and be honoured by the Contractor.

The Warranty Certificate is provided by way of a separate attachment to this CSA.

WARRANTY STATEMENT
General Illumination Products
AR, EC, GC, ComfortView, ND, ES Series

Leotek AR, EC, GC, ComfortView, ND, and ES Series Products are covered by a ten-year limited warranty, from the date of delivery. Leotek warrants these products to be free of defects in workmanship and/or material. This warranty includes all electrical and mechanical components including finish and gaskets. Failure of over 10% of the LEDs in the luminaire during the warranty period will constitute a luminaire "failure".

The standard exterior finish on any Leotek luminaire covered by this warranty will only be considered defective if there is substantial deterioration in the form of blistering, cracking, peeling, or corrosion. During the warranty period some fading, staining, or chalking may occur. This is normal aging for the finish used, is not a manufacturing defect, and is not covered by our warranty. For any luminaire installed within one mile of a saltwater coastline, Leotek's Coastal Finish (CF) option must be specified in order for the finish to be covered by this warranty.

Leotek Electronics USA LLC will repair or replace any units found to be defective or that fail within this period. Leotek's liability under this warranty is limited to repair or replacement of the unit with a comparable product utilizing the current technology at the time of replacement.

Leotek will not be liable for defects due to improper handling, misuse, negligence, accidents, acts of God or nature, exposure to casualty of elements, or unauthorized alteration/repair. In all such cases, the warranty is immediately null and void. This warranty does not cover photocells or any control or monitoring devices.

This warranty is exclusive of all other warranties, expressed or implied, and Leotek hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. The customer's remedy under this warranty is exclusive. In no event shall Leotek be liable for interruption of business loss, profits or indirect or consequential damages, injury to person or damage to property from any cause whatsoever.

Please contact your local Sales Representative prior to directly contacting Leotek. Leotek Technical assistance is available from our Technical Support Department during the hours of 8:00 AM to 5:00 PM Pacific Standard Time (PST), Monday through Friday, excluding major U.S. holidays. Please provide the model number of the product.

Return Material Authorization

Prior to returning any product for repair or replacement, Leotek requires that a Return Material Authorization (RMA) be issued. The RMA can only be issued by Leotek. When requesting an RMA, the following information must be provided to Leotek: product Model and Serial Numbers, Date of Manufacture, and a detailed description of the reason for return. A Leotek representative will document the issue and make the appropriate arrangement for the return of the unit/product.

When returning the product, the customer must adhere to the following procedure(s):

- Prior to returning, contact customer support at (408) 380-1788 to obtain an RMA number (Return Material Authorization).
- Clearly mark shipment container with RMA number.
- Include a return address and contact information with the shipment.
- USA RMA's are shipped via customer paid postage to:
 - Leotek Electronics USA LLC - 1955 Lundy Ave., San Jose, CA 95131.
- Eastern Canada RMA's are shipped via customer paid postage to:
 - Leotek Electronics c/o Lynden Canada Co. – 8300 Parkhill Drive, Milton, ON L9T 5E7, CA
- Western Canada RMA's are shipped via customer paid postage to:
 - Leotek Electronics c/o Zip Courier - 103-1588 Derwent Way, Delta, BC V3M 6Z7, CA

Verification of purchase may be required. Leotek will not be held responsible for any damage to the product that occurs during shipment. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Leotek Electronics USA LLC.