

**LIMITED WARRANTY FOR LED LIGHTING FIXTURES (E. SERIES)
FROM CREE INTEGRATED LIGHTING SOLUTIONS**

This limited warranty is provided by Cree, Inc., as Cree Integrated Lighting Solutions, ("Seller") to you as the original purchaser of the third-party manufactured LED lighting product (E. Series) that is identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a time period as follows:

- **FIVE (5) YEARS** from the date of original purchase for E. Series unless the Product is otherwise noted below,;
- **THREE (3) YEARS** from the date of original purchase for:
 - E.S1 Series & E.S2 Series (LED sconces),
 - E.WA Series (LED architecture wall mounts), and
 - E.A6 Series (LED architectural downlights);
- **TWO (2) YEARS** from the date of original purchase for E.RH Series (IC-rated recessed housing fixtures); and
- **ONE (1) YEAR** from the date of original purchase for:
 - E.SL Series (LED step lights), and
 - E.K1 & E.K2 & E.KC Series (LED track lighting).

The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product; provided however, in accordance with industry standards, for certain batteries of E.X Series Products, namely, E-Conolight[®] exit & emergency lights utilizing lead acid batteries, refund of the purchase price shall be limited to a pro-rated amount based on when the defect is determined by Seller as compared to the remaining warranty time period. (e.g. *If a lead acid battery Product does not perform after three (3) years of useful life due to a determined defect, then the original purchaser will be entitled to receive a refund in an amount equal to 40% of the lead acid battery Product purchase price, if Seller elects not to otherwise repair or replace the Product.*) 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 or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; 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 instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

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 for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to third-party manufactured LED lighting fixtures (E. Series) offered through Cree Integrated Lighting Solutions. Any warranties applicable to Cree[®] LED lighting fixtures, can be found at www.cree.com/lighting/products/warranty.

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.

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

This warranty is effective for purchases of Product 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.

Effective Date: October 31, 2014