

**STATEMENT OF LIMITED WARRANTY FOR J2 LIGHT INC. KUDO 6™  
LUMINAIRES FOR SHIPMENTS WITHIN CANADA AND THE UNITED STATES**

Subject to the exclusions set forth below, J2 Light Inc. warrants its KUDO 6™ luminaires to be free from defect in material and workmanship (the “KUDO 6™ Warranty”) for a period of five (5) years from the date of shipment from J2 Light Inc.’s facilities. The KUDO 6™ Luminaire(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the KUDO 6™ Luminaire(s) fail to illuminate.

This KUDO 6™ Warranty applies only when the KUDO 6™ Luminaire(s) are installed in applications in which ambient temperatures are within the range of intended operating temperatures. J2 Light Inc. will not be responsible under this KUDO 6™ Warranty for any failure of the KUDO 6™ Luminaire(s) that is a result of external causes such as acts of nature; physical damage; environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the KUDO 6™ Luminaire(s) or any third party not engaged by J2 Light Inc.; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service or failure to comply with any applicable codes and/or recommendations or instructions of J2 Light Inc.; failure resulting from use with end user or third party supplied products, processes or materials; or any other occurrences beyond J2 Light Inc.’s reasonable control. J2 Light Inc. will also not be responsible under this KUDO 6™ Warranty for any substantial deterioration in the fixture finish that is caused by failure to clean, inspect or maintain the finish of the KUDO 6™ Luminaire(s). If the KUDO 6™ Luminaire(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to J2 Light Inc. upon request to substantiate that the KUDO 6™ Luminaire(s) have failed to comply with the terms of this KUDO 6™ Warranty.

If the KUDO 6™ Luminaire(s) fail to comply with the terms of this KUDO 6™ Warranty, at J2 Light Inc.’s option, J2 Light Inc. will repair or replace the KUDO 6™ Luminaire(s) with the same or a functionally equivalent KUDO 6™ Luminaire(s) or component part. This KUDO 6™ Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This KUDO 6™ Warranty extends only to the KUDO 6™ Luminaire(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the KUDO 6™ Luminaire(s) at the original location. This KUDO 6™ Warranty may not be transferred or assigned. The repair or replacement of any KUDO 6™ Luminaire(s) or component part within the KUDO 6™ Luminaire(s) is the sole and exclusive remedy for failure of the KUDO 6™ Luminaire(s) to comply with the terms of this KUDO 6™ Warranty and does not extend the KUDO 6™ Warranty period. Warranty claims regarding the KUDO 6™ Luminaire(s) must be submitted in writing within (30) days of discovery of the defect or failure to J2 Light Inc. KUDO 6™ Luminaire(s) may be required to be returned for inspection and verification of non-conformance by J2 Light Inc., but no KUDO 6™ Luminaire(s) will be accepted for inspection, verification or return unless accompanied by a “return material authorization” which can be obtained only from J2 Light Inc.

The foregoing warranty terms are exclusive and in lieu of all other warranties. J2 Light Inc. expressly disclaims all other warranties, express or implied, relating directly or indirectly to the KUDO 6™ luminaire(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 J2 Light Inc. products has the authority to modify or amend this KUDO 6™ warranty without express written authorization from J2 Light Inc.

The total liability of J2 Light Inc. 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, J2 Light Inc.’s performance or breach of this LED Warranty, or from J2 Light Inc.’s sale, delivery, resale, repair, or replacement of any KUDO 6™ Luminaire(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the KUDO 6™ Luminaire(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

in no event shall J2 Light Inc. 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 KUDO 6™ warranty or obligations under such KUDO 6™ warranty.

J2 Light Inc. reserves the right to modify or discontinue this KUDO 6™ Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any KUDO 6™ Luminaire(s) purchased after such modification or

discontinuance. Except as set forth in this KUDO 6™ Warranty, all other provisions in the applicable J2 Light Inc. Terms and Conditions of Sale apply to any KUDO 6™ Luminaire(s).