

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

Subject to the exclusions set forth below, J2 Light Inc. warrants its WaFeR™ luminaires to be free from defect in material and workmanship (the “WaFeR™ Warranty”) for a period of five (5) years from the date of shipment from J2 Light Inc.’s facilities. The WaFeR™ 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 WaFeR™ Luminaire(s) fail to illuminate.

This WaFeR™ Warranty applies only when the WaFeR™ 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 WaFeR™ Warranty for any failure of the WaFeR™ 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 WaFeR™ 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 WaFeR™ Warranty for any substantial deterioration in the fixture finish that is caused by failure to clean, inspect or maintain the finish of the WaFeR™ Luminaire(s). If the WaFeR™ 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 WaFeR™ Luminaire(s) have failed to comply with the terms of this WaFeR™ Warranty.

If the WaFeR™ Luminaire(s) fail to comply with the terms of this WaFeR™ Warranty, at J2 Light Inc.’s option, J2 Light Inc. will repair or replace the WaFeR™ Luminaire(s) with the same or a functionally equivalent WaFeR™ Luminaire(s) or component part. This WaFeR™ Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This WaFeR™ Warranty extends only to the WaFeR™ Luminaire(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the WaFeR™ Luminaire(s) at the original location. This WaFeR™ Warranty may not be transferred or assigned. The repair or replacement of any WaFeR™ Luminaire(s) or component part within the WaFeR™ Luminaire(s) is the sole and exclusive remedy for failure of the WaFeR™ Luminaire(s) to comply with the terms of this WaFeR™ Warranty and does not extend the WaFeR™ Warranty period. Warranty claims regarding the WaFeR™ Luminaire(s) must be submitted in writing within (30) days of discovery of the defect or failure to J2 Light Inc. WaFeR™ Luminaire(s) may be required to be returned for inspection and verification of non-conformance by J2 Light Inc., but no WaFeR™ 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 WaFeR™ 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 WaFeR™ 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 WaFeR™ Luminaire(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the WaFeR™ 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 WaFeR™ warranty or obligations under such WaFeR™ warranty.

J2 Light Inc. reserves the right to modify or discontinue this WaFeR™ Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any WaFeR™ Luminaire(s) purchased after such modification or discontinuance. Except as set forth in this WaFeR™ Warranty, all other provisions in the applicable J2 Light Inc. Terms and Conditions of Sale apply to any WaFeR™ Luminaire(s).