

PHOENIX PRODUCTS COMPANY, INC.
Extended Limited Warranty for Designated LED Products

The following additional warranty terms apply to these products: ModCom™, RSL, MidLev, VA LED (collectively, "Designated LED Products").

In the case of the Designated LED Products described above, the Limited Express Warranty contained in the Company's Industrial Products Standard Terms and Conditions of Sale is supplemented as follows:

All parts, including the LED engine and driver, are warranted to be free from defects in material and workmanship for a period of five years from the product's original date of invoice.

Subject to the limitations and conditions set forth below, if a Designated LED Product experiences a "Failure" (as defined below) at any time prior to five years from the product's original date of invoice, the Company will refund 100% of the invoice price if the Failure occurs in the first year following invoice date; 80% of the invoice price if the Failure occurs in the second year following invoice date; 60% of the invoice price if the Failure occurs in the third year following invoice date; 40% of the invoice price if the Failure occurs in the fourth year following invoice date; and 20% of the invoice price if the Failure occurs in the fifth year following invoice date. For this purpose a "Failure" is deemed to occur only when a properly stored, installed and maintained Designated LED Product, under normal operating conditions, delivers fewer than 70% of its stated maintained lumens.

The Company's obligations under this warranty are expressly limited to the refund or partial refund of the invoice price as provided above, and the Company has no other liability for any failure of or defect or deficiency in any Designated LED Product. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, OR ANY TYPE OF STRICT LIABILITY THEORY OR ANY OTHER THEORY OF LIABILITY. Without limiting the generality of the foregoing, Company specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities, services, labor or salaries, downtime, shut-down or slowdown costs, spoilage of materials, or for any other type of economic loss.

This warranty ceases to apply and will be void if any of the following conditions exist:

- The Designated LED Product has been altered or modified in any way;
- The Failure is attributable to abnormal site conditions, including without limitation excessive ambient temperatures and/or voltages spikes.
- The Designated LED Product is damaged by abuse, fire, explosion, lightning, flooding or other acts of God.
- The uninstalled Designated LED Product has been stored in a wet or damp location.

These extended warranty terms are subject in all respect to all of the other terms, conditions and limitations on warranties and remedies contained in or made a part of the Company's Industrial Products Standard Terms and Conditions of Sale, all of which are incorporated herein by this reference.

THIS WARRANTY (INCLUDING THE TERMS AND CONDITIONS CONTAINED IN THE COMPANY'S INDUSTRIAL PRODUCTS STANDARD TERMS AND CONDITIONS OF SALE TO THE EXTENT INCORPORATED HEREIN) IS EXCLUSIVE AND IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.