

CANADIAN LIMITED WARRANTY FOR ESSENTIA® LED LIGHTING FIXTURES

This limited warranty is provided by the Cree company described below ("Seller") to the original purchaser of the LED lighting product that is branded Essentia® or Essentia® by Cree and that is identified on Seller's invoice ("you") reflecting its original purchase (the "Product") in Canada. The Seller is the Cree company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. 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 a Product, unless the Product is otherwise noted below;
- **THREE (3) YEARS** from the date of original purchase for LED integrated tracking lighting; and
- **ONE (1) YEAR** from the date of original purchase for:
 - LED fixture accessories (i.e. FP cable mounting kits), and
 - LED track lighting system mounts (i.e. rails and connectors) and gimbal heads.

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. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in 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.

Exclusions:

1. This limited warranty will 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.
2. This limited warranty excludes field labour and service charges related to the repair or replacement of the Product.
3. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**
4. **THERE ARE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS AGAINST INFRINGEMENT OR OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR DURABILITY FOR A REASONABLE PERIOD OF TIME, OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY AND THOSE LEGAL WARRANTIES PROVIDED UNDER PROVINCIAL LAW WHICH CANNOT BE WAIVED.**
5. 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. THE LIMITATIONS CONTAINED IN THIS SECTION APPLY REGARDLESS OF THE BASIS OF THE CLAIM OR THE FORM OF ACTION INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHER TORT, OR BREACH OF CONTRACT.

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 shall be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted as set out in this limited warranty 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 as set out in this limited warranty. 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 Canada Corp., 3-6889 Rexwood Road, Mississauga, ON L4V 1R2.

This limited warranty only applies LED lighting fixtures and accessories which are branded Essentia® or Essentia® by Cree. Any warranties applicable to other Cree® LED lighting fixtures can be found at www.cree.com/canada/warranty.

This limited 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.

The parties acknowledge that they have required that this document be prepared in English. Les parties reconnaissent avoir exigé que les présents soient rédigés en anglais.

Effective Date: March 22, 2016