

LIMITED WARRANTY STATEMENT

Subject to the exclusions set forth below, OLED, LLC. DBA SAGE BRANDS (“SAGE”) warrants its light emitting diode (LED) fixtures (Branded as CANDELA, PEACOCK, DUNTON HOUSE, LYNX, and TERRAIN), including the LED arrays and the LED drivers and integral control devices (“Product(s)”) to be free from defect in material and workmanship (the “General Warranty”) for a period of five (5) years from the date of shipment from SAGE’s facilities unless otherwise noted on product specification sheet.

This Statement of Limited Warranty (“Warranty”) applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of intended operating temperatures at fixture location. SAGE will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by SAGE; improper or unauthorized use, installation, handling, storage, alteration, operation, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of SAGE; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond SAGE’s reasonable control. SAGE also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect, or maintain the finish of the Product(s). Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to SAGE upon request to substantiate that the LED Products have failed to comply with the terms of this Limited Warranty.

The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against costs resulting from installation of third-party components, failures of third party supplied components, or failures of SAGE supplied Product(s) caused by a third party supplied component.

If the Product(s) fail to comply with the terms of this Warranty, SAGE, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). SAGE liability under its warranty is expressly limited to such repair or replacement, and such obligation to repair or replace defective Product(s) constitutes agreed and liquidated damages for any breach of warranty by SAGE. This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized SAGE post-sales or customer service representative or SAGE shall have no obligation to repair or replace such Product. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by SAGE, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a “Return Materials Authorization” which can be obtained only from an authorized SAGE post-sales or customer service representative. SAGE is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to SAGE, including but not limited to delivery address changes (also “reconsignment”), reconsignment fees, returned product due to incorrect address



or address closure. SAGE shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer. Defects that do not impair service shall not be a cause for repair or replacement under any warranty.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND SAGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(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 SAGE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM SAGE.

Warranty does not pass to the purchaser until payment is received in full. In no case does our warranty and exclusive remedy extend to anybody other than our customers. Our customers are not authorized to extend warranties or remedies on our behalf to anyone. Such unauthorized extensions of warranties or remedies by the customer shall remain in customer's responsibility. Customer is responsible for determining the suitability of our products for customer's use or resale, or for incorporating them into objects or for application which customer designs, assembles, constructs, or manufactures. Customer accepts SAGE design and material selection and specifications in placing this order unless other specifications are agreed to in writing by both parties prior to the manufacture of the Product(s) by SAGE.

The total liability of SAGE 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, SAGE's performance or breach of this Warranty, or from SAGE's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

STATEMENT OF LIMITED WARRANTY FOR SAGE BRANDS PRODUCTS

IN NO EVENT SHALL SAGE 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 WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

SAGE reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

