

CERTIFICATE OF FOREVERLAMP'S LED LAMP AND

ELECTRONIC DRIVER FIXTURE LIMITED WARRANTY

This limited warranty is provided by Foreverlamp, Inc, ("Seller"), to the original purchaser of the LED lighting Products. The Product(s), when delivered in new condition and in original packaging, will be free from defects in material and workmanship for a period of FIVE (5) YEARS for all lamps and TEN (10) YEARS for all fixtures from the date of the original purchase order or invoice, whichever is earliest. The determination of whether the Product is defective shall be made by Seller in its sole discretion with due consideration given to the overall performance of the Product, the application and environment of use.

If a Product fails during the warranty period as a result of defects in material or workmanship, Seller will elect, in its sole discretion, to refund the purchase price of the Product, repair the Product, replace the Product or issue a refund in the form of a credit which may be used for future Foreverlamp product purchases. Subject to the terms of this warranty, during the first twelve (12) months of the warranty period only, Seller also provides reimbursement to purchaser for labor costs incurred to remove and replace any defective Product in a sum equal to the amount actually paid by purchaser for such labor, or in the following amounts, whichever is less:

(a) up to \$500 per fixture of 50,000 lumen or greater (HB 4, 5, 6 and 7); (b) up to \$125 per fixture of less than 50,000 lumen (HB 2 and 3); (c) up to \$125 per lamp for JP model; (d) up to \$50 per lamp for JK, JE and JE-H models; and (e) up to \$10 per lamp for PermaLamp models.

This limited warranty does not apply to loss or damage to the Product caused by: negligence, abuse, misuse, mishandling, improper installation or application for the Product, installations in an enclosed fixture or in environments containing airborne agents or contaminants such as chemical solvents, cleaners or cutting fluids or particles, or any damage during shipment, receiving or installation, or during storage or maintenance, or damage due to fire or acts of God, vandalism, civil disturbances, power surges and outages, improper power supply, electrical current fluctuations, corrosive environments, 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, including not using the product in any operating environment that exceeds 55°C/131°F, or in a manner that is out of compliance with applicable electrical codes, or improper service of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or re-manufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within thirty (30) days of your discovery of the defect, provide proof of purchase and of payment of labor costs to remove and replace Product(s), and comply with Seller's other warranty requirements. Upon receiving 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 Seller as follows: Foreverlamp, Inc., 2550 W. 237th Street, Torrance, CA 90505, or to nasales@foreverlamp.com.

This limited warranty applies to Foreverlamp LED lamps and electronic driver high bay fixtures only. THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY 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 AND THE LABOR COST REIMBURSEMENT STATED HERE.

This 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.

Effective Date: March 15, 2019