

NAVY ISLAND RENSA LED LIMITED WARRANTY

Rensa LED Fixtures are used in conjunction with SoundPly technology and supplied Components. Navy Island warrants that the selected acoustic or non-acoustic Materials are free from defects for a period of (1) year from date of manufacture (the "Limited Warranty"). Materials may be subject to additional exclusions and Warranties listed under SoundPly Acoustic Products. Electronic Component suppliers of Rensa LED Products warrant that the LEDs are free from defects in workmanship and goods for a period of five (5) years from the date of manufacture. LED Components will be considered defective in workmanship or goods only if the LED Components fail within 5 years after date of manufacture to provide at least 70% of the lumen output set forth in the Product specification sheet as of the date of manufacture.

All Materials determined to be covered by this Limited Warranty will be repaired or replaced at no charge to the customer. No labor costs will be covered for the removal or reinstallation of any components or fixtures.

Components, including drivers, lamps, and other integral control system devices, are excluded and do not fall under Navy Island's Limited Warranty, but may be covered by separate manufacturers' Warranties. This Limited Warranty does not cover Components purchased from any entity other than Navy Island.

DEFINITIONS

"Component" refers to any lighting-related element integrated by Navy Island or acquired from a third party, and not manufactured by Navy Island.

"Material" refers to the acoustic and non-acoustic housing of the lighting Components.

"Product," also referred to as "Fixture," refers to the fully-integrated unit intended for the end-user, inclusive of Navy Island Material and installed third-party Components.

TERMS AND CONDITIONS

Navy Island reserves the right to determine whether to repair or replace any Product deemed defective in workmanship or Materials. Such repair or replacement does not extend the Warranty period. If Navy Island chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Navy Island, at its sole discretion, can refund the purchase price or replace the Product(s) with a comparable Product(s), which can show insignificant deviations in design and Product and Component specification. This Limited Warranty may not be transferred or assigned by the original end user. Navy Island may direct Warranty claims through to Component suppliers.

Navy Island will not be responsible under this Limited Warranty for any failure of the Product or its Components that results from external causes such as:

- War, theft, vandalism, or an act of God such as fire, floods, rain, wind, or earthquakes;
- Environmental conditions, animal or insect activity;
- Use of reactive cleaning agents and/or harsh chemicals to clean the Product(s);
- Exposure to adverse or hazardous chemicals or other substances;
- Damage to the Fixture caused by accident, misuse, or abuse in handling;

- Power failure, improper power supply, power surges or dips, and/or excessive switching;
- Alteration, opening, tampering, or modification of the light Fixture;
- Improper maintenance, installation, storage, service, and/or operation of the lighting Fixture in other than normal operating conditions or in such a way as to otherwise fail to comply with the instructions;
- Operation above 25-degrees Celsius;
- Failure, fault, or negligence of purchaser to abide by Product classifications, certifications, specifications, standards, municipal codes, and instructions;
- Substantial deterioration in the Product that is caused by failure to clean, inspect, and maintain the Product;
- Water infiltration;
- Failure of the end-user to strictly comply with Fixture return procedures; and/or
- Use of the Product(s) with other Components, processes, or goods supplied by any end user or third party.

Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Navy Island upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty.

This Warranty is not applicable to any Products which are not installed and operated in accordance with the current edition of the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), the standards for the American National Standards Institute (ANSI), the Canadian

Electrical Code (CEC), or the Standards Council of Canada (SCC), state, province, or municipal codes, and with Navy Island's instructions and guidelines for the Product.

LIMITATIONS OF LIABILITY

Navy Island shall not be liable for any of the following: personal injury; direct, indirect, special, incidental, multiple, or consequential damages; malfunction, delays, interruption of service, loss of business, loss of profit, or exemplary or punitive damages, whether or not Navy Island has been made aware of the possibility of such claims or damages. IN ALL CIRCUMSTANCES, NAVY ISLAND'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT SOLD AND SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION WHICH EXCEEDS THIS LIABILITY LIMIT. Navy Island is not liable for any claim(s) made by a third party, or for any other loss or expense whatsoever except as expressly set forth in this Limited Warranty.

DISCLAIMER

The foregoing Limited Warranty is exclusive of all other statutory, written or oral Warranties and no other Warranties of any kind, statutory, by operation of law or course of performance, or otherwise, are given, herein expressed or otherwise received. EXCEPT AS EXPRESSLY PROVIDED ABOVE, NAVY ISLAND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PRODUCT AND ITS SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. Any implied Warranties that may be imposed by law are limited to the terms of this express Limited Warranty.

CLAIM PROCEDURES

All Warranty requests and or questions are to be directed to Navy Island's Customer Service Department (CSD) at 651-451-4454 or Sales@NavyIsland.com. If deemed necessary, the CSD will issue a Warranty claim form. Each Fixture must be packaged very carefully and properly

so as to prevent damages in shipment. Please obtain a proof of delivery to ensure that the material is received.

Once the Fixture has been received and tested, an evaluation report will be provided to the end user via email. This report will clarify the following:

- A) Whether the Fixture is covered under the Navy Island's Limited Warranty policy and will either be repaired or replaced;
- B) Whether the Fixture is or is not covered under Navy Island's Limited Warranty and the reason for this determination; and/or
- C) Whether the Fixture may be covered under a separate Component manufacturer's warranty.

If Navy Island determines that the Fixture is covered under this Limited Warranty, then the appropriate repairs will be started or a replacement fixture will be manufactured and shipped.