

NXT^{LITE} SERIES

5 YEAR LIMITED WARRANTY

PRODUCT(S) COVERED BY THIS LIMITED WARRANTY: NXT-LITE SERIES ONLY

LED Roadway Lighting Ltd. (“**LRL**”) warrants to the original purchaser (the “**Purchaser**”) of the lighting product covered by this limited warranty (the “**Product**”) that the Product is free from defects in materials and workmanship for a period of five (5) years from the date of original purchase when operating an average of twelve (12) hours per day. This limited warranty may be transferred by authorized LRL distributors to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Whether or not a Product is defective shall be determined by LRL, in its sole discretion, having regard to the overall performance of the Product. For greater certainty, a Product shall not be considered defective solely because individual LED components fail to emit light if the number of inoperable LED components is less than ten percent (10%) of the total number of LED components in the Product.

If a Product is returned by the Purchaser to LRL in accordance with LRL’s terms and conditions of sale, and is subsequently determined by LRL to be defective, then LRL will, at its option, repair or replace the Product or any non-conforming part thereof. In the event that LRL repairs or replaces a Product or any non-conforming part thereof, LRL shall not be responsible for any removal or reinstallation costs or expenses (including field labour costs), service charges, transportation and/or shipment costs, or any other indirect costs or expenses.

This limited warranty does not apply to any Product that has not been properly stored or maintained, or that has not been installed or operated in accordance with LRL’s instructions and guidelines for the Product. This limited warranty does not cover damage to, or non-performance of, any Product caused either directly or indirectly by misuse, abuse, accidents, negligence, mishandling, improper storage, improper installation, vandalism, unusual or abnormal environmental conditions (such as hail, lightning, severe storms (including hurricanes), acid rain, tree sap, water immersion or airborne toxins), the unauthorized repair, modification or alteration of the Product, or abnormal fluctuations in electrical power (including, without limitation, supply spikes, over-voltage, under-voltage or ripple current control systems). This limited warranty does not cover connectivity or functionality when connected to a third party

cellular or networked controller. All components including any hardware or software associated with a third party networked controller are the responsibility of the networked controller provider. Contact the networked controller provider regarding their warranties and exclusions. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

LRL reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or components in the repair or replacement of any Product covered by this limited warranty. Such products and components will be comparable in function and performance to the original Product or components, as determined by LRL in its sole discretion, and shall be warranted for the remainder of the original warranty period.

In order for a claim under this limited warranty to be valid, the Purchaser must notify LRL in writing within sixty (60) days of discovery of the defect. LRL, upon receiving such notice, may require the Purchaser to promptly return the Product to LRL or its authorized representative, freight prepaid. Any claim under this limited warranty should be addressed to LED Roadway Lighting Ltd., 21 Tantramar Crescent, Amherst, Nova Scotia, Canada B4H 4S8.

LRL will be responsible for shipment costs of repaired/replaced product if the reported failure is determined to be eligible for warranty consideration and is covered by the terms of this warranty.

If a returned Product is determined to be NFF, the Purchaser will be responsible for the cost of the analysis. The Purchaser will be responsible for shipment costs of returning the NFF Product.

If a returned Product is determined to be not covered by the terms of this warranty, the Purchaser at its sole discretion, can have the product repaired or replaced at their expense. The Purchaser will be responsible for shipment costs of the repaired or replaced Product.

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This limited warranty applies only to specified LED fixtures. Warranties applicable to controls, sensors, photocells and other fixture accessories, if any, must be obtained from LRL separately.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The limited warranties contained herein cover defects in materials and workmanship only and the Purchaser's exclusive remedy, and LRL's sole liability, for any defect in any Product shall be those explicitly set forth herein. For greater certainty, under no circumstances shall LRL be liable, whether in tort, as a result of breach of contract or warranty, by operation of law or otherwise, for any indirect, consequential, incidental, special, punitive or exemplary damages including, without limitation, loss of profits or revenues, loss or temporary suspension of use of the Product or any associated goods or services, any damage to any related equipment or property, or any claims instituted by or on behalf of the Purchaser's customers.

The total liability of LRL under any and all claims of any kind whatsoever arising out of or in connection with this limited warranty, or from the Product to which this limited warranty applies, shall in no event exceed the purchase price of the Product which gives rise to the claim.

This limited warranty is effective for purchases of Product on or after the effective date set forth below. LRL reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all orders placed with LRL on or after the effective date of such revised limited warranty.

Effective Date: January 1, 2020