



Tactec Applied Optoelectronics ('TAO') warrants that its LED lighting products will be free from defect in material and workmanship from the date of purchase for 3 years. If a Product fails to operate in accordance with this warranty, TAO will, at its option, repair or replace the Product, or credit Purchaser for the purchase price therefor, subject to the limited warranty terms and conditions set forth herein.

This warranty is conditioned upon proper transportation, storage, installation, use and maintenance. This warranty is not applicable to any TAO LED lighting 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' Laboratories, Inc. (UL), the Standards of American National Standards Institutes (ANSI), and with TAO's instructions and guidelines for the LED lighting products. This warranty is not applicable to any TAO LED lighting products subjected to abnormal stresses and operating conditions. This warranty does not cover any removal or reinstallation costs or expenses.

The conditions of any tests concerning any TAO LED lighting products which are claimed to have not performed to this warranty shall be mutually agreed upon in writing and TAO shall be notified of, and may be represented at any such tests. This express limited warranty is extended by TAO only to the original or first end-user purchaser.

This warranty is valid only if invoice is paid in full according to terms.

NO IMPLIED STATUTORY WARRANT OF MERCHANTABILITY OR FITNESS FOR A PARTIUR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. This warranty sets forth TAO's responsibility regarding the TAO LED lighting products and claimant's exclusive remedy.

Limitation of Liability. TAO will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of use of TAO LED products or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers.

TAO's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement of from the product or services furnished hereunder shall not exceed the price of the specific LED product which gives rise to the claim. This warranty gives the claimant specific legal rights. The claimant may also have other rights which vary from state to state.