

## LED LAMPS AND LUMINAIRES LIMITED WARRANTY

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### PRODUCT BRANDS COVERED:

- GoodDay®
- GoodNight®
- Sleepy Baby®
- HealthE™

**WARRANTY PERIOD:** Subject to the terms and limitations described in this limited warranty (the “Limited Warranty”), “HEALTHE, INC.” warrants to the original purchaser (“Purchaser”) of any of HEALTHE, INC.’s light emitting diode (“LED”) lamps and luminaires specifically listed above (hereafter, the “Product(s)”) that the Product(s) will be free from defects in materials and workmanship for a period of three (3) years from the date of purchase (the “Warranty Period”).

**LIMITED WARRANTY:** If a Product has been properly handled, installed and maintained according to HEALTHE, INC.’s guidelines and fails to operate during the Warranty Period as a result of one or more defects in materials or workmanship that is covered by this warranty (hereafter, each such defect constitutes a “Covered Defect”), HEALTHE, INC. will, at its sole option and without charge, replace it with the same or a like HEALTHE, INC. product, which replacement product may be new or refurbished, or issue a credit to the Purchaser which may be used solely for purchasing products from HEALTHE, INC., to be calculated as follows:

Credit (\$) = Invoiced Purchase Price (\$) x unexpired original Warranty Period (months)/36

**LED DEFECT(S):** An LED defect shall be considered a Covered Defect only if at least ten percent (10%) of the LEDs per luminaire fail to operate.

**CLAIMS PROCESS:** To establish a claim under this Limited Warranty, the Purchaser should first notify its HEALTHE, INC. sales representative or customer service in writing within thirty (30) days of the initial failure of the Product (or other manifestation of the Covered Defect). HEALTHE, INC. may require the return of the Product claimed to be defective to a facility designated by HEALTHE, INC. In such case, HEALTHE, INC. will issue a return materials authorization (“RMA”) number. HEALTHE, INC. will not be responsible for any Product(s) returned to its facilities without an RMA number. This warranty does not cover the costs incurred to: (a) remove or uninstall a defective Product; (b) ship a defective Product to HEALTHE, INC.’s facility; or (c) install a repaired or replacement Product, which costs shall be the responsibility of the Purchaser. No warranty coverage shall be provided on any Product(s) that have not been paid for in full by the Purchaser.

**REPLACEMENT PRODUCTS:** Replacement products shall be covered under this Limited Warranty for the time period remaining in the original Warranty Period or for a period of ninety (90) days from delivery of the replacement part or product, whichever is longer.

**ORIGINAL PURCHASER:** This warranty is extended to the original purchaser only, whether purchased from HEALTHE, INC. directly or from an authorized distributor, with proof of purchase.

**LIMITATION OF LIABILITY:** HEALTHE, INC. WILL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LABOR COSTS, REMOVAL OR INSTALLATION COSTS, LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE. THE LIMITED WARRANTY EXPRESSLY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY HEALTHE, INC. WITH RESPECT TO THE PRODUCTS. ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. UNDER NO CIRCUMSTANCES SHALL HEALTHE, INC.'S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THIS LIMITED WARRANTY DO NOT ASSURE UNINTERRUPTED OPERATIONS OF PRODUCTS; HEALTHE, INC. SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE. This Warranty gives the Purchaser specific legal rights and the Purchaser may also have other rights that may vary from state to state. The limitations expressed in this Limited Warranty shall in all cases be applied to the fullest extent allowed by applicable law.

**EXCLUSIONS:** This Limited Warranty only covers defects encountered in normal use of the Products and does not cover the following: (i) Product failure caused by improper or incorrect use; improper handling or installation; improper maintenance; improper storage; improper/damaged third party shipments; fire; vandalism; civil disturbance; power surge; improper power supply; electrical current fluctuation; corrosive environment installation; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; misuse, accidents, abuse, neglect, mishandling, misapplication, or Acts of God (including, without limitation, lightning or flooding); abnormal use or stress; violation of any applicable building or electrical standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings; (ii) Products that have been damaged in-transit; (iii) Products that have been modified or have had their serial number altered, defaced or rendered illegible; (iv) Products that have been operated under harsh or extreme conditions, including without limitation, excessively high or low temperatures, water ingress and other similar conditions; (v) Products that have been serviced by personnel not expressly authorized by HEALTHE, INC. in writing; (vi) Products that have not properly been maintained by the customer in accordance with applicable HEALTHE, INC. Installation Manual; and/or (vii) Product accessories and/or components not manufactured by HEALTHE, INC..

**PAYMENT DEFAULTS:** This Limited Warranty shall be void if the Purchaser is in default on any portion of its payment obligations to HEALTHE, INC.

**RESERVATION OF RIGHTS:** HEALTHE, INC. reserves the right to change the Warranty Period at any time and without prior notice and to make all final decisions, at its sole discretion, regarding the validity of any Warranty claims. HEALTHE, INC. reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement process; such products or parts will be comparable in function and/or performance to an original product or part.

**APPLICABLE LAW AND VENUE:** This Limited Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of Delaware, without regard to such laws governing conflicts-of-law or choice-of-law. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase, use or possession of the Products covered by this Limited Warranty shall be brought and maintained exclusively in the state or federal courts located in the State of Delaware, and the Purchaser expressly submits to the personal jurisdiction of such courts.

**OTHER PRODUCTS:** This Limited Warranty covers only the Products specified on the first page. Other HEALTHE, INC. products may be subject to a separate Limited Warranty which differs from this one.