

Limited Warranty

Before October 1, 2022

Terms and Conditions

Subject to the exclusions set forth below, Fluence Bioengineering, Inc. ("Fluence") warrants its light emitting diode (LED) luminaires, including the LED arrays and the LED drivers and integral control devices ("LED Luminaire(s)") for all Fluence products, other than SPYDR 2, VYPR 2, VYPR 3, RAZR Modular, and RAPTR products, to be free from defect in material and workmanship (the "Limited Warranty") for a period of three (3) years from the date of shipment from Fluence facilities with standard warranty, or a for period of five (5) years from the date of shipment from Fluence facilities if the purchaser elects to purchase the optional extended 5-year warranty. All SPYDR 2, VYPR 2, VYPR 3, RAZR Modular, and RAPTR product families shall be covered by the Limited Warranty for a period of five (5) years from the date of shipment from Fluence facilities. Fluence warrants its dimmers and other LED Luminaire controlling products ("LED Controllers") to be free from defect in material and workmanship for a period of one (1) year from the date of shipment from Fluence facilities. The LED arrays in the LED Luminaire(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the LED Luminaire(s) fail to illuminate or any standard finish or coating on a product shows cracking, peeling, excessive fading or corrosion defects during applicable warranty period.

This Limited Warranty applies only when the LED Products are installed in applications in which ambient temperatures are within the range of intended operating temperatures. Fluence will not be responsible under this Limited Warranty for any failure of the LED Products that is a result of external causes such as acts of nature; physical damage; environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the LED Products or any third party not engaged by Fluence; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service or failure to comply with any applicable codes and/or recommendations or instructions of Fluence; failure resulting from use with end user or third party supplied products, processes or materials; or any other occurrences beyond Fluence's reasonable control. Fluence will also not be responsible under this Limited Warranty for any substantial deterioration in the fixture finish that is caused by failure to clean, inspect or maintain the finish of the LED Products. If the LED Products are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Fluence upon request to substantiate that the LED Products have failed to comply with the terms of this Limited Warranty.

This Limited Warranty only applies to commercial sales through the Fluence internet website, or through authorized distributors or retailers. If the LED Products fail to comply with the terms of this Limited Warranty, at Fluence's option, Fluence will repair or replace the LED Products with a new or refurbished product of the same – or a functionally equivalent – LED Products or component part. This Limited Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Limited Warranty extends only to the LED Products as delivered to, and is for the sole and exclusive benefit of, the original end user of the LED Products at the original location. This Limited Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Products or component part within the LED Luminaire(s) is the sole and exclusive remedy for failure of the Products to comply with the terms of this Limited Warranty and does not extend the Limited Warranty period. Warranty claims regarding the Products must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Fluence post-sales or customer service representative.

Products or LED arrays may be required to be returned for inspection and verification of non-conformance by Fluence but no Products or LED arrays will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Fluence post-sales or customer service representative.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES SET FORTH IN FLUENCE'S TERMS AND CONDITIONS AND FLUENCE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE LED PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF FLUENCE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM FLUENCE.

The total liability of Fluence on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Fluence's performance or breach of this Limited Warranty, or from Fluence's sale, delivery, resale, repair, or replacement of any LED Products or the furnishing of any services, shall in no event exceed the purchase price allocable to the LED Products that give rise to the claim, and any and all such liability

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shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL FLUENCE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY.

Fluence reserves the right to modify or discontinue this Limited Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any LED Products purchased after such modification or discontinuance. Except as set forth in this Limited Warranty, all other provisions in the applicable [Fluence Terms and Conditions of Sale](#) apply to any LED Products.