



VISA LIGHTING LIMITED WARRANTY

Limited Warranty: Visa Lighting, a division of Oldenburg Group, Incorporated ("Seller") warrants to the buyer of Seller's products or any end user (collectively, "Buyer") that Seller's products ("Products") will be free from material defects in workmanship and materials under normal use and service for a period of five years from the date of Seller's original invoice (the "Warranty Period"), and for a period of three years from the date of Seller's original invoice for Products incorporating organic light emitting diode ("OLED") sources. There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper installation, improper or modified lamping, modifications to Products, damage during storage, or improper or inadequate maintenance. Upon Buyer's request for factory-applied "prime coat" finish only, this limited warranty is void with respect to the finish. The DCC option on Products with metal finishes in damp locations is required to maintain this limited warranty with respect to the finish. This warranty does not cover parts furnished but not produced or manufactured by Seller. **This includes, but is not limited to; ballasts, drivers, power supplies and LED modules.** Seller's sole obligation with respect to such parts shall be limited to using commercially reasonable efforts to assign to Buyer any written warranty extended to Seller by the manufacturer of such parts to the extent such warranty may reasonably be assigned. Contact information for any such manufacturer may be obtained from an authorized Seller representative. However, Seller does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. This warranty is void unless, prior to using or permitting use of the Products, Buyer shall have determined the suitability of the Products for the intended use; Buyer assumes all risk and liability whatsoever in connection with Buyer's particular use of Products, except as provided in Supplier's limited warranty. Seller does not guaranty the accuracy of information given and recommendations made as to suitability of Products for Buyer's application or operating conditions. Nothing shall be construed to imply the nonexistence of any relevant patents or to constitute a permission, inducement or recommendation to practice any invention covered by any patent without authority from the patent owner. As a condition of this warranty, Buyer shall have complied with all laws and regulations in effect and applicable to the purchase, transport, use, supply, storage, sale, offer for sale, lease and/or disposal of the Products.

LED Products: An LED product will not be considered defective solely based on the failure of individual LEDs to illuminate if the number of inoperable LEDs is 10% or less of the total number of LEDs in the product. LED modules manufactured by Seller are covered by this limited warranty. LED modules supplied by the Seller, but not manufactured by the Seller, are not covered under this limited warranty.

OLED Products: An OLED product will not be considered defective solely based on the failure of an OLED panel to illuminate if the total non-illuminated portion of the panel is 3% or less of the panel luminous area or if any single contiguous non-illuminated portion of the panel is 0.5% or less of the panel luminous area.

Behavioral Health / High Abuse Products: Visa Lighting will repair or replace any high abuse product if it should fail due to physical abuse during the warranty period. The product must have been installed according to Visa Lighting installation instructions and the completed Installer Release Agreement and Installer Acknowledgement must be on file to validate the warranty. Exclusions include chemical damage, normal wear and tear, catastrophic events, and gunfire. Failure includes but is not limited to permanent mechanical damage, including breakage or displacement, that compromises the integrity of the product, renders it



inoperative, or makes it unsuitable for use in its installed location. Damage due to abuse that is limited to cosmetic appearance is not considered a failure. This warranty is void unless Buyer provides Seller with a signed Installation Acknowledgment Agreement in form and substance satisfactory to Seller within 30 days of installation.

Remedy: Seller's sole and exclusive obligation under this limited warranty (and Buyer's sole and exclusive remedy) shall be, upon prompt written notice by Buyer during the Warranty Period of any breach, to either, at Seller's option, repair or replace without charge, F.O.B. Seller's facility, any defective Product or part thereof expressly warranted herein by Seller against defects and found by Seller in its sole discretion to be defective and covered by this warranty, or credit Buyer for the purchase price paid for such Product or part. Notice of any warranty claim or request for warranty service should be sent to Seller at the following address: Visa Lighting, c/o Rick Diehl, 1717 West Civic Drive, Glendale, WI 53209. **SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE.** This warranty is limited to the replacement or repair of defective Products or parts thereof at Seller's Facility and does not include the cost of field service travel and living expenses, labor, inspection, removal or installation of new Products or parts, or normal maintenance. Seller will not reimburse Buyer for any expenses incurred by Buyer in repairing, correcting or replacing any defective Products, except for those incurred with Seller's prior written permission. Any assistance Seller provides to or procures for Buyer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty.

LIMITATION ON DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR FOR LOST PROFITS OR REVENUES DIRECTLY OR INDIRECTLY INCURRED EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to Buyer. This warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

DISCLAIMER OF OTHER WARRANTIES: SELLER AND BUYER AGREE THAT THE EXPRESS WARRANTIES SET FORTH ABOVE IN THE LIMITED WARRANTY SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. For commercial products, there are no implied warranties. For consumer products, the duration of any implied warranties (including, but not limited to, implied warranties of merchantability, noninfringement and fitness for a particular purpose, to the extent applicable) relating to the Products and required by law shall be limited to the Warranty Period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyer shall determine the suitability of the Products for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith. Buyer agrees that Seller has no post-sale duty to warn Buyer or any other party about any matter.