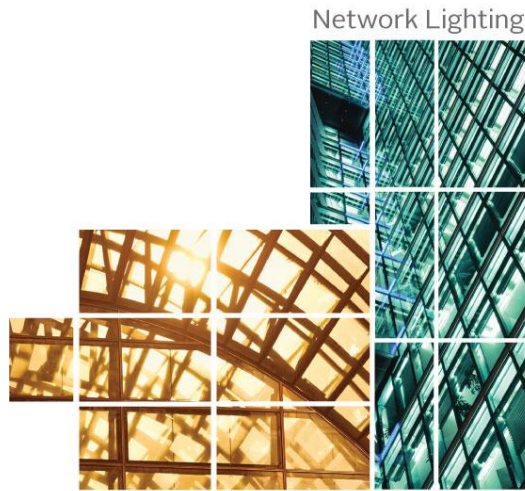


Standard Warranty



Lumenergi Standard Warranty

Limited Warranty: Subject to the limitations and exclusions set forth below, Lumenergi warrants each new unit of Lumenergi Hardware to be free from defects in material and workmanship and to conform in all material respects to their applicable specifications under normal use and service (i) with respect to Lumenergi Light Drivers (Ballasts) for a period of five (5) years from the Shipping Date and (ii) with respect to Lumenergi Controllers, for a period of one (1) year from the Shipping Date. Your exclusive remedy and Lumenergi's sole responsibility under this warranty is limited to, in Lumenergi's sole discretion, the repair or replacement of any defective Lumenergi Hardware which repair may, in the discretion of Lumenergi, be performed at your premises. The costs of such repair or replacement, excluding all labor costs to install, remove or reinstall the Hardware at your premises and return shipping, are the sole responsibility of Lumenergi. You acknowledge that replacement parts provided hereunder may be new, used, repaired, reconditions and/or manufactured by other than Lumenergi.

Limitations on Warranty: This warranty is only applicable to Lumenergi Hardware which is installed and operated in accordance with applicable federal, state, provincial or local electrical codes, the standards for safety of Underwriter's Laboratories, Inc. (UL) or equivalent

standards body, and all Lumenergi system and equipment specifications, instructions and connection diagrams. This warranty is void if you fail to maintain electrical power and environmental conditions prescribed in any Lumenergi specifications or instructions. Lumenergi shall have no obligation for, and the foregoing warranty shall not apply to, problems, errors, nonconformities or defects that (i) Lumenergi determines not to be directly attributed to the Hardware, are outside the scope of the limited warranty, or are reported after expiration of the limited warranty period, (ii) are caused by normal wear and tear, accident, abuse, neglect, tampering, unusual physical or electrical stress, misuse, improper or unauthorized use, improper wiring or installation, use other than in accordance with the applicable specifications and instructions, improper testing or storage, or unauthorized relocation, copying, modifications, repair or servicing, (iii) are attributable to causes external to the Hardware such as electrostatic or environmental conditions and accidents including without limitation fire, water and lightning or other causes beyond Lumenergi reasonable control, (iv) are attributable to third party software or hardware products, including without limitation third-party applications, servers, and operating systems or operation with non- Lumenergi approved hardware or software, (v) are caused by wrongful acts by persons other than Lumenergi, or (vi) result from security breaches with respect to the Lumenergi Software.

Exclusion of Third Party Hardware: Lumenergi does not warrant third party hardware which may be supplied with the Hardware, and you agree to look only to the third party vendors of such third party hardware with respect to any warranty claim relating thereto.

Disclaimer; Limitation of Liability: LUMENERGI'S LIMITED HARDWARE WARRANTY HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER THE COST OF INSTALLATION, REMOVAL, OR REINSTALLATION, OR DAMAGE RESULTING FROM THE EXCLUSIONS SET FORTH ABOVE. YOU ASSUME, AND WILL HOLD HARMLESS LUMENERGI, IN RESPECT OF ALL SUCH LOSS.

THIS WARRANTY DOES NOT COVER INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL OR LIQUIDATED DAMAGES OR PENALTIES, INCLUDING CLAIMS FOR LOST REVENUE, PROFITS OR BUSINESS OPPORTUNITIES, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND FOR WHICH LUMENERGI SHALL HAVE NO LIABILITY EVEN IF LUMENERGI HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES. LUMENERGI'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, OR USE OF THE HARDWARE SHALL NEVER EXCEED THE PURCHASE

PRICE PAID FOR THE HARDWARE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Definitions

Shipping Date means the date on which the Lumenergi Hardware or Software is shipped from Lumenergi.

Lumenergi Hardware means hardware components produced and supplied by Lumenergi, excluding Third Party Hardware.

Lumenergi Software or Software means the Lumenergi LMCS Server Standard Software Edition and LMCS Server Premium software developed and sold by Lumenergi.

Third Party Hardware means any third party hardware components supplied by Lumenergi including but not limited to server appliances, occupancy sensors, photosensors, relays, lamps, connection boxes, power meters and related third party accessories.

To Make a Warranty Claim

Warranty claims must be submitted to Lumenergi in writing within the warranty period c/o Lumenergi Inc. 8371 Central Ave, Unit B, Newark, CA 94560 Tel 1-510-744-1100 Fax 1-510-574-7440.

