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WARRANTY

Subject to the exclusions set forth below, Build My LED, LLC d/b/a BML Horticulture ("BML Horticulture") warrants its indoor light emitting diode (LED) luminaires, including the LED arrays and the LED drivers and integral control devices ("LED Luminaire(s)") to be free from defect in material and workmanship (the "LED Warranty") for a period of three (3) years from the date of shipment from BML Horticulture's 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.

This LED Warranty applies only when the LED Luminaire(s) are installed in applications in which ambient temperatures are within the range of intended operating temperatures. BML Horticulture will not be responsible under this LED Warranty for any failure of the LED Luminaire(s) 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 Luminaire(s) or any third party not engaged by BML Horticulture; 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 BML Horticulture; failure resulting from use with end user or third party supplied products, processes or materials; or any other occurrences beyond BML Horticulture's reasonable control. BML Horticulture will also not be responsible under this LED Warranty for any substantial deterioration in the fixture finish that is caused by failure to clean, inspect or maintain the finish of the LED Luminaire(s). If the LED Luminaire(s) 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 BML Horticulture upon request to substantiate that the LED Luminaire(s) have failed to comply with the terms of this LED Warranty.

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

LED Luminaire(s) or LED arrays may be required to be returned for inspection and verification of non-conformance by BML Horticulture but no LED Luminaire(s) 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 BML Horticulture 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 BML HORTICULTURE'S **TERMS AND CONDITIONS** AND BML HORTICULTURE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE LED LUMINAIRE(S), 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 BML HORTICULTURE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LED WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM BML HORTICULTURE.

The total liability of BML Horticulture 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, BML Horticulture's performance or breach of this LED Warranty, or from BML Horticulture's sale, delivery, resale, repair, or replacement of any LED Luminaire(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the LED Luminaire(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL BML HORTICULTURE 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 LED WARRANTY OR OBLIGATIONS UNDER SUCH LED WARRANTY.

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

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