

BASO INC. LIMITED LED WARRANTY AND DISCLAIMER

(May 2016)

This limited warranty pertains solely to certain LED products sold by BASO Inc, 133 West 19th Street, 9th Floor, New York, New York 10011, under the brand name "BASO" and for which the BASO Inc. catalogue as valid at the time of purchase contains either the words "5-year limited LED warranty" or "7-years limited LED warranty".

LIMITED WARRANTY

BASO Inc. warrants to the original purchaser, subject to the below stated conditions, that the LED Product is free from defects in material and workmanship and will substantially perform in accordance with the technical specifications set forth in the description of the LED Product.

The warranty period starts at the date of the first invoice to the original purchaser of the LED Product issued by BASO Inc. The warranty period is 5 (five) years for all products for which the BASO Inc. catalogue contains the words "5-year limited LED warranty" on the relevant product page. The warranty period is 7 (seven) years or 50,000 (fifty thousand) hours of operation, whichever earlier, only if and where the BASO Inc. catalogue contains a specific reference to a certain product/product type containing the words "7-years limited LED warranty". The scope of the warranties is defined below.

Any warranty claim hereunder is strictly limited to the original purchaser at the location where the LED Product was originally installed and conditional upon online registration by purchaser at www.basolighting.com within 10 weeks of the Inc. invoice date. Inc. reserves the right to request further information from the purchaser when necessary.

During the warranty period, BASO Inc. will either provide a prorated refund of the purchase price over the warranty period or repair or replace, at its own discretion, the defective LED Product or parts or components of such LED Product promptly reported to BASO Inc. (within two (2) weeks), and which Inc. determines was defective due to a warranty defect. At the discretion of BASO Inc., the replacement of the LED Product or parts or components thereof (i) may be newly manufactured, (ii) may be assembled from new or serviceable used parts that are equivalent to new parts in performance, or (iii) may have been previously installed. Under no circumstances shall the repair or replacement of the LED Module, LED Product or certain parts of the LED Product result in an extension of the warranty period granted herein. In the event that LED Modules are replaced, lighting properties may vary from the original product due to technical progress, changes in luminous flux and color point shifts as a result of usage.

All warranty claims must be reported to BASO Inc.'s authorized warranty service center in the U.S. as follows:

BASO Inc. 150 Hawley Road, Oxford, CT 06478,
Attn. Technical Support
Email: service@xalusa.com
Toll free: (1 844).492.5548
or fax: (203).262.9995
website: www.basolighting.com

Any warranty claim submitted must provide (i) purchaser's contact telephone and fax numbers, email address (ii) the warranty number provided on the invoice issued by BASO Inc (iii) date of purchase and proof of online registration and (iv) the place where the LED Products is installed.

CONDITIONS & EXCLUSIONS

This limited warranty shall only apply to the LED Product:

- which is used in accordance with the product and application specifications indicated on the data sheet
- which was installed and put into operation by an authorized electrical contractor in accordance with BASO Inc.'s installation instructions
- which meets the maintenance requirements in a professional manner
- which does not exceed the threshold values for external influencing factors such as temperatures and voltages
- which is not exposed to improper mechanical stresses or loads
- which is installed and operated in accordance with the current edition of The National Electric Code (NEC) and the Standards for Safety of Underwriters' Laboratory, Inc (UL)
- for which overvoltage and lightning protection devices are in place
- which has not been modified or repaired in any way without our express permission in writing
- which has not been moved from its original installation

The purchaser shall not attempt to repair or resolve the LED Product without the prior written consent of BASO Inc. Any attempt by the purchaser to repair or resolve the LED Product without such prior consent of BASO Inc. shall void this limited warranty.

This limited warranty does not cover any defect under warranty attributable in whole or in part to:

- non-BASO products and services, and any interfaces or links of such to the products, alterations of out-of-specification
- supplies, accidents, misuse, negligence or failure of the purchaser to follow instructions for the proper use and care of the LED Product
- operation in an ambient humidity or temperature higher than 95 degrees Fahrenheit
- external factors (e.g., failure or fluctuation of electrical power, fire, flood)
- failure by the purchaser to comply with BASO Inc.'s specifications regarding the LED Product
- normal wear and tear, and worn items or software defects, viruses and similar
- damages caused by deliberate or grossly negligent conduct
- construction faults
- special production orders based on plans, drawings and specifications submitted by the purchaser
- settings or parameter adjustments to equipment which has changed due to wear, fatigue or dirt
- deviations of the LED Product from illustrations or data in our catalogues or other sales documents
- articles of merchandise and products of other manufacturers sold by BASO Inc.
- damage or defects resulting from or repairs required because of misuse including but not limited to negligence, alternation, accident, or lack of reasonable and proper maintenance
- replacement of maintenance items that are worn out from normal use, or
- loss of time, inconvenience, loss of use, rental of substitute equipment, loss of revenues, or other commercial loss

This warranty covers proven defects exceeding the nominal failure rate. Unless otherwise stipulated in the product and application specifications, the nominal failure rate for electronic operating devices and components such as LEDs shall be set at 0.3% per 1,000 operating hours. Furthermore, a decrease in luminous flux of up to 0.6% per 1,000 operating hours and a color point shift over the service life of LED modules shall be considered normal and shall not be covered by this warranty.

SCOPE**Year 1 (from invoice date to 1st anniversary of invoice date)**

e, e² and e²⁺ type fixtures and other, non-specified LED profiles, recessed, surface and pendant luminaires.

For warranty claims pertaining to said fixtures during Year 1, BASO Inc. will provide a technician to make the warranty determination and, if covered by this warranty, field repairs for these types of LED fixtures. There may be a charge for such technician should it be determined that the component or fixture or failure was not covered by this warranty. Please note that such repair costs will not cover any special jobsite conditions (e.g. union labor, lift rental, night work, hazardous conditions...). Should such special requirements exist on a jobsite so that the installing contractor must make the repairs, BASO Inc. might allow reasonable costs, of up to a maximum of \$45 per hour labor charge. This charge might also be allowed if no BASO Inc. technician is available.

Track fixtures, display lighting:

Track fixtures and display lighting need to be removed and returned to BASO Inc. at purchaser's cost and expense. Track fixtures and display lighting determined by BASO Inc. to be covered by this warranty will be repaired or replaced and returned to purchaser in accordance with this warranty document at no cost to purchaser.

Years 2 – 5 (from 1st to 5th anniversary of invoice date)

All LED fixtures covered by the 5-years limited LED warranty or the 7-years limited LED warranty.

Depending on the problem being experienced, BASO Inc. will determine if complete LED Products or just certain non-working components will need to be removed and returned to BASO Inc. for evaluation. Components determined to be covered by this warranty will be repaired or replaced in accordance with this warranty document at no cost to purchaser. Purchaser will be responsible for all shipping costs and for all labor and related costs and expenses. Unless provided otherwise, costs of diagnosis for a warranty defect are borne by BASO Inc. Any costs of diagnosis of a non-warranty defect might be charged to the purchaser.

Years 6 - 7 (from 5th to 7th anniversary of invoice date, or, if earlier, 50,000 hours of operation)

Only e and e² type fixtures (profiles, recessed, surface and pendant luminaires) covered by the 7-years limited LED warranty. This warranty will cover only the LED module (i.e., the LED Board and the LED chips); no other component or fixture will be covered by this warranty after the fifth anniversary of the invoice date. LED modules will need to be removed and returned, at purchaser's cost and expense to BASO Inc. for evaluation. An LED Module will not be in breach of this warranty document unless it is generating less than seventy percent (70%) of the lumens of the original specification (as per the products' data sheet), adjusted by an error margin of 10%, for such LED Board at the Invoice Date (the "Original Lumens"). If an LED module is determined by BASO Inc. to be in breach of this warranty, a new LED module with lumen output that is equal to or higher than the Original Lumens will be provided in accordance with this warranty document at no cost to purchaser. Purchaser will be responsible for all shipping and replacement costs and ancillary expenses. Please note that, as already stated above in this warranty, lighting properties of replacement LED modules may vary from the original product due to technical progress, changes in luminous flux and color point shifts as a result of usage.

DISCLAIMERS & LIMITATION OF LIABILITY

BASO Inc. will not be responsible for work performed by others, purchaser will be charged for any labor, material, or parts resulting from work performed by others. BASO Inc. will not be obligated in any way

to pay for repairs made without its specific written approval in advance, repairs made in any manner other than that approved by BASO Inc., labor charges in excess of those deemed reasonable by BASO Inc., or any parts or bills in excess of the cost if Inc. had supplied those parts. Labor and parts charges for any covered warranty work are limited to the amount charged by BASO Inc. for such labor and/or parts.

Except as described in this limited warranty, BASO Inc. will not pay any other charge or expenses including, without implied limitation, any charges for special worksite conditions, overtime labor, service calls, shipping expenses or transportation costs. Such charges or expenses are the responsibility of the purchaser and will not be paid for by BASO Inc.

ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT IMPLIED LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OF OPERATION OF LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE YEAR. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL BASO INC BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REFUND, REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS OF REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE PRODUCT CAUSED BY THE LACK OF REPAIRS, IN ANY CASE.

FINAL PROVISIONS

- (1) This warranty shall only apply to products delivered on or after May 1, 2016.
- (2) BASO Inc. neither assumes nor authorizes any other person to give any other warranty or to assume on its behalf any other obligation or liability. This warranty is non-transferable from original purchaser.
- (3) If a part or all of a provision of this limited warranty statement is or becomes invalid or unenforceable, this shall not affect the validity of any other provision. The partially or completely invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the purpose intended by the parties.