

Current Lighting Solutions, LLC

25825 Science Park

Beachwood, OH 44122 USA.

Daintree® Limited Warranty

Scope:

Subject to the exclusions and restrictions described herein, this limited warranty (“**Warranty**”) covers the following components (“**Components**”) provided by Daintree Networks Inc. (“**Daintree**”) or through Current Lighting Solutions, LLC, (“**Current**”), as part of its Daintree Networked / Daintree Enterprise solution (“**System**”):

- A. Computer hardware provided by Current to run the Daintree Software (“**System Controllers**”);
- B. Wireless Area Controllers sold under the Daintree brand (“**WACs**”);
- C. Wireless adapters and fixture adapters sold under the Daintree brand (collectively, “**Wireless Adapters**”);
- D. Wireless sensors and wall controls sold under the Daintree brand (collectively, “**Wireless Devices**”); and
- E. Wireless thermostats sold under the Daintree brand (“**Wireless Thermostats**”) (The Components contained in A through E are, collectively, the “**Hardware Components**”).

Use of the System, or any part thereof, constitutes acceptance of all terms and conditions of this Warranty. The term “Customer” means the original customer that Current invoiced for the System components that are the subject of this Warranty. This Limited Warranty extends only to Customer, but Current will honor, under the

terms of this Limited Warranty, valid Warranty claims by Customer when the System has been resold by an authorized Current distributor in new condition and used only by the original end user.

Limited Warranties:

- A. **Hardware Components.** Subject to the exclusions and restrictions described in this Warranty, Current warrants that the Hardware Components will be free from defects in materials and workmanship during the applicable time period set forth in the table below (the “**WarrantyPeriod**”).
- B. **Warranty Coverage Term.** Unless otherwise specified herein, the Warranty coverage begins on the date of shipment from Current or Current’s authorized distributor, as the case may be, and continues for the duration of the applicable Warranty Period, after which time it terminates. If a part is replaced hereunder, the Warranty for the replacement part terminates when the Warranty Period covering the original part would have terminated.
- C. **Exclusive Remedies.** If a Component fails to meet the Warranty set forth above, then Current will, at its sole option: (a) repair or replace the applicable Component; or (b) issue a credit against the purchase price to be used solely for comparable replacement part(s). Any replacement product or part will be comparable in function, but may not be identical to the original.

THIS PARAGRAPH CONSTITUTES CURRENT’S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES,

FOR BREACH OF ANY WARRANTY SET FORTH HEREIN

Component	Warranty Period
System Controller	3 years
WACs	5 years
Wireless Adapters	5 years
Wireless Devices	5 years
Wireless Thermostats	2 years

How to Make a Warranty Claim:

To make a Warranty claim notify your customer service representative in writing within thirty (30) days of discovery of the Warranty issue. Claims submitted after the Warranty Period will not be accepted. Most System issues can be corrected over the phone through close cooperation between Customer and a Daintree support technician. An appropriate communications link to the Daintree Software must be enabled to allow Current to remotely administer, troubleshoot, and support the System. (Contact Current for supported communication link protocols. Current expressly disclaims all liability due to local area network (LAN), wide area network (WAN) or internet connectivity problems, firewalls, or other security features which prevent the System Controller’s ability to communicate with the WACs. Current disclaims all responsibility for ensuring the security of the System Controller and the communication link from unauthorized access.)

If a Hardware Component Warranty issue is not resolved, Current will, if appropriate, issue a Return Material Authorization (RMA) number to begin the Warranty review process. The Component must be returned within 10 days of receiving an RMA, and the shipping box must be clearly marked with the RMA number. Failure to follow this procedure shall

void this Limited Warranty. Current reserves the right to examine all defective Components and shall solely determine the validity of any Warranty claim

Exclusions and Restrictions:

This Warranty does not cover:

- A. Damage, malfunction or inoperability caused, in Current’s sole determination, by normal wear and tear, abuse, misuse, incorrect installation, neglect, accident, interference or environmental factors, such as, but not limited to, use of incorrect line voltage, fuses, or circuit breakers; excessive line noise in the power supply; power surges that exceed System specifications; improper power supply; failure to install, maintain and operate the System pursuant to the operating instructions provided by Current and the applicable provisions of the electrical safety standards in the country of use (for example, the National Electrical Code, Underwriters Laboratories, the American National Standards Institute, the Canadian Standards Association, standards published by the European Union, and standards published by other applicable governing authorities); use of incompatible devices or accessories, or devices not fully certified by Current; improper or insufficient ventilation; unauthorized repairs or adjustments; vandalism; water damage; an act of god, such as fire, lightning, flooding, tornado, earthquake, hurricane or other events beyond Current’s control; a malware, security incident or cyber-attack; failure to maintain equipment in specified temperature range; disruption or discontinuance of third party communications services responsible for retrieving and/or delivering Current system data; interruption or discontinuance of any of the API data retrieval services; interruption or discontinuance of any of the provided System services; any occlusions to the sensors that prevent any Component from properly functioning; any issues caused by a cloud hosting service (e.g. Amazon Web Services, Microsoft Azure); and Customer’s failure to prevent the unauthorized disclosure of passwords or credentials used to access the System.

Exclusions and Restrictions (Cont.):

- B. On-site labor costs to diagnose issues with, or to remove, repair, replace, adjust, reinstall and/or reprogram, the System or any of its Components.
- C. Components and equipment external to the System, such as, lamps, ballasts/drivers, sockets and fixtures; fixture wiring between ballasts/drivers and lamps/ LEDs; relays and contactors; cabling between the WACs and the System Controller; audio-visual equipment; and non-Daintree hardware.
- D. Wireless device batteries.
- E. The cost of repairing or replacing other property that is damaged when the System does not work properly, even if the damage was caused by the System.
- F. Non-Daintree software, cloud service or internet service, including repairs required by malfunctions of such items.
- G. For on-premise System deployments any loss of software, or data. Customer has sole responsibility to properly back up all data on the System Controller and on any other storage device in the System. For cloud deployments, Current is not responsible for loss of data collected by the System.
- H. For on-premise System deployments, damage, malfunction or non-interoperability of the System Controller diagnosed by Current as caused by (i) any item included in (A) above; (ii) failure to provide a reliable power supply (including generator or battery back-up); (iii) improper shut down caused by power loss; or (iv) installation of any unauthorized software.
- I. Freight damage (in the event of freight damage, replacement materials must be ordered and paid for by the Customer, and a claim filed by the Customer with the carrier for the amount of the replacement materials).
- J. Non-Current hardware sold under a non-Current brand, even if purchased from Current or a Current authorized distributor. (Warranty for non-Current hardware is provided by the respective hardware manufacturer.)

Warranty Limitations:

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, THE SYSTEM IS PROVIDED ON AN AS-IS, WHERE IS BASIS. CURRENT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NO AGENT OF CURRENT, INCLUDING ANY RESELLER OF CURRENT, IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF CURRENT AS SET FORTH HEREIN TO BE BINDING ON CURRENT.