

## Orion Energy Systems, Inc.

### Product Limited Warranty

Subject to the terms, conditions, exclusions, and limitations detailed below, Orion Energy Systems, Inc. and its affiliates (“Orion”) warrant to any Qualified Purchaser (as defined below) of a Product sold by Orion (“Product”) that such Product will be free from defects in materials and workmanship for the following time periods from the Qualified Purchaser’s date of purchase:

<b>PRODUCT</b>	<b>CLASS</b>	<b>TYPE</b>	<b>WARRANTY PERIOD</b>
Luminaires	ISON	LED	10 YEARS
Luminaires	APOLLO	LED	5 YEARS
Luminaires	HARRIS	LED	5 YEARS
Device Controls	Intelite	N/A	5 YEARS
Daylight Harvesting Light Pipes	APOLLO	N/A	1 YEAR
Linear Fluorescent Luminaires (All Classes)		T8, T5	1 YEAR

For purposes of this Limited Warranty, a “Qualified Purchaser” is any purchaser who purchases the Product directly from Orion or from an authorized reseller who has purchased the Product directly from Orion. Notwithstanding the foregoing (a) this Limited Warranty does not apply to the finish, or any ballasts for Linear Fluorescent Luminaires, lamps for Linear Fluorescent Luminaires, drivers for Luminaires of the LED Type, electrical components for Device Controls, controls or components used in any Product which are not manufactured by Orion. Any applicable warranties for items manufactured by third parties are the sole responsibility of such third parties (more information about which can be found at [links.oesx.com/warranty](https://links.oesx.com/warranty)); (b) Orion shall have no liability under this Limited Warranty unless Orion is given written notice of a defect in the Product within thirty (30) days of discovery of such defect; and (c) Orion’s liability for all claims of any kind or for any losses or damages arising out of, or resulting from the use or inability to use the Product shall not exceed the purchase price of the Product or component(s) which give rise to the claim.

For Daylight Harvesting Light Pipes Product, this Limited Warranty does not apply to any roofing materials, labor, and workmanship related to the installation of the Daylight Harvesting Light Pipes, and Orion specifically disclaims any liability related to or resulting from the installation of the Daylight Harvesting Light Pipes, specifically including damages to the end-user’s roofing structures (the Qualified Purchaser or original end-user purchaser, as applicable, should consult with their roofing supplier and/or contractor to determine what, if any, effects the installation of the Daylight Harvesting Light Pipes may have on the warranties on the roofing structures/systems at the location where originally installed).

THIS FOREGOING LIMITED WARRANTY IS EXCLUSIVE. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT AS TO TITLE) MADE OR OFFERED BY ORION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND ORION.

**Exclusive Remedy.** If Orion determines, in its reasonable discretion, that a Product covered by this Limited Warranty fails to comply with this Limited Warranty, then Orion, at its option, will repair or replace the Product or cause such repair or replacement with the same or a functionally equivalent Product or component part subject to the component part required to repair the fixture(s) still being commercially available; provided, however, that the costs of labor and

equipment to remove the defective Product and install a repaired or a replacement Product at the end-user facility are excluded. The foregoing remedy shall constitute the sole and exclusive remedy for the Qualified Purchaser and the sole liability of Orion with regard to this Limited Warranty. Orion reserves the right to examine any Orion Product claimed to be defective in order to determine to Orion's reasonable satisfaction that warranty coverage applies and/or to determine the cause of failure and patterns of usage.

**Warranty Exclusions.** If the Product contains LED components for Luminaires, a Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 20% of the total number of LED components in the product.

If the Product is a Daylight Harvesting Light Pipes Product, this Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by: water intrusion from other than the Daylight Harvesting Light Pipes product itself. This Limited Warranty shall be void should any defect, damage or loss to the Product(s) be caused by condensation due to environmental conditions.

If the Product is a Device Controls Product, this Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by: inadequate or disrupted internet communications network, or controls frequency interference from any other equipment. The Orion Intelite Class Device Controls Product is 915 MHz frequency. Customer is responsible for verifying other equipment at the site will not interfere with this frequency prior to Device Controls Product purchase.

For any Product other than Daylight Harvesting Light Pipes, this Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by: induced vibration; harmonic oscillation or resonance (e.g., associated with movement of air currents around the Product); exposure to electrical surges, dips, power spikes, or excessive switching; the end user's electrical system that supplies power to the Product is not protected with Transient Voltage Surge Suppressors or does not meet Power Quality specifications as outlined in IEEE 1159 (Institute of Electrical Engineers); power surges; or improper power supply.

This Limited Warranty shall be void should any defect, damage, or loss to the Product be caused by: improper installation (if the Product is installed by someone other than Orion or an authorized Orion representative); improper or unauthorized installation, operation, maintenance, handling, or storage; repairs, alterations or modifications (if performed by someone other than Orion or an authorized Orion representative); misuse; abuse; abnormal operating or environmental conditions; corrosive atmospheres (e.g., chemicals, alkaline, acids or other chemical fumes); accidents; fire; floods; acts of war or terrorism; animal or insect activity; or any acts of God or other force majeure events; failure to comply with normal and proper storage, use, maintenance, or environmental instructions, practices, procedures or codes; failure to comply with any storage, installation, use, maintenance, or environmental instructions, practices, recommendations, or procedures of Orion; sabotage or intentional damage or vandalism; civil disturbances; use of the Product with third party supplied products (e.g., controls), processes, or materials; and other occurrences beyond Orion's reasonable control. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

**To Make a Warranty Claim.** Notify Orion or your authorized Orion representative, as applicable. Provide Orion: 1) A copy of the original invoice and any other documents related to the purchase; and 2) if the claim is related to an electrical component, power quality records of the electric circuit that the affected Product was connected to, for the prior 12 months; and 3) Any records of maintenance and/or testing must be provided by the claimant.

**Limitation of Liability.** IN NO EVENT SHALL ORION BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES WHATSOEVER, 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 GOODS OR SERVICES OR DOWNTIME COSTS, DAMAGED TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY. Some states do not allow the exclusion or limitation of consequential or incidental losses or damages, therefore such limitations or exclusions may not apply to certain claimants.

Effective Date: July 13, 2015