

Orion Energy Systems, Inc.

Product Limited Warranty (Luminaires)

Subject to the terms, conditions, exclusions, procedures and limitations set forth herein, Orion Energy Systems, Inc. and its affiliates ("<u>Orion</u>") warrant to the Qualified Purchaser (as defined below) of a product listed below which is sold by Orion (the "<u>Product</u>") that such Product will be free from defects in materials and workmanship under normal use and service from the Qualified Purchaser's date of purchase of the applicable Product until the end of the warranty period listed below:

PRODUCT	TYPE	WARRANTY PERIOD
Luminaires Interior	LED	5 YEARS
Luminaires Exterior	LED	5 YEARS
Linear Fluorescent Luminaires	T8, T5	1 YEAR

For purposes of this Limited Warranty, a "Qualified Purchaser" is the purchaser who purchases the Product directly from Orion or from an authorized reseller who has purchased the Product directly from Orion. The limited warranty period for any replacement parts or products provided by Orion and for any Products repaired or replaced under this Limited Warranty shall be the remainder of the original warranty period above. Any assistance Orion provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty.

Notwithstanding anything to the contrary in this Limited Warranty: (a) this Limited Warranty does not apply to the finish, or any power supplies (ballast, drivers, transformers, etc.), electrical components, controls or components used in the Product which are not manufactured by Orion (any applicable warranties for items manufactured by third parties are the sole responsibility of such third parties; (b) Orion shall have no liability under this Limited Warranty unless Orion is given written notice of a defect in the Product (as provided herein) within thirty (30) days of discovery of such defect by the Qualified Purchaser; 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.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ORION EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). TO THE EXTEND SUCH EXCLUSION AND DISCLAIMER OF IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE WARRANTY PERIOD DESCRIBED ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Qualified Purchaser. Any oral or written description of the Product is for the sole purpose of identifying it and shall not be construed as an express warranty.

NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND ORION.

Exclusive Remedy. Orion's sole and exclusive obligation and liability under this Limited Warranty, and the Qualified Purchaser's sole and exclusive remedy, is limited to, at Orion's option, the repair or replacement of the Product to the extent the Product is covered by this Limited Warranty, as Orion determines in its reasonable discretion. 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, in no event shall Orion be liable or responsible for the costs of labor and equipment to remove the defective Product and install a repaired or a replacement Product. Orion will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with Orion's prior written permission. Orion reserves the right to examine any 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.

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<u>Warranty Exclusions.</u> If the Product contains LED components, the 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.

This Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by any of the following: (a) induced vibration; (b) harmonic oscillation or resonance (e.g., associated with movement of air currents around the Product); (c) exposure to electrical surges, dips, power spikes, or excessive cycling of power to the Product in excess of 8 times in any 24 hour period; (d) the 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); (e) power surges; (f) improper power supply; (g) improper installation (unless the Product was installed by Orion); (h) improper or unauthorized installation, operation, maintenance, handling, or storage; (i) repairs, alterations or modifications (unless performed by Orion); (j) misuse; (k) abuse; (l) abnormal operating or environmental conditions; (m) corrosive atmospheres (e.g., chemicals, alkaline, acids or other chemical fumes); (m) accidents; fire; (n) floods; (o) acts of war or terrorism; (p) animal or insect activity; (q) or any acts of God or other force majeure events; (r) failure to comply with normal and proper storage, use, maintenance, ambient operating range or environmental instructions, practices, recommendations, or procedures of Orion;

(t) sabotage or intentional damage or vandalism; (u) civil disturbances; (v) use of the Product with third party supplied products (e.g., controls), processes, or materials; (w) 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.

Customer-supplied components shall be void of all written, promised, and implied warranties, including but not limited to this Limited Warranty. All customer-supplied components shall be properly compatible with Orion products and shall be installed "as-is". Orion shall have no liability for any damages or costs incurred relating to or arising out of customer-supplied components.

How To Make a Warranty Claim. The Qualified Purchaser may make a claim under this Limited Warranty by contacting Orion or an authorized Orion representative and providing the following: (a) a copy of the original invoice and any other documents related to the purchase of the Product; (b) 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 (c) all records of maintenance and/or testing of the Product.

Limitation of Liability. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER 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. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY WITH RESPECT TO THE PRODUCT OR ORION'S ACTS OR OMISSIONS OR OTHERWISE. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

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 the Qualified Purchaser.

<u>Miscellaneous</u>. This Limited Warranty applies only to the Qualified Purchaser and may not be transferred or assigned. Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Limited Warranty.

Effective Date: March 3, 2023

Orion Energy Systems, Inc.

Product Limited Warranty (Air Movement Products)

Subject to the terms, conditions, exclusions, procedures and limitations set forth herein, Orion Energy Systems, Inc. and its affiliates ("<u>Orion</u>") warrant to the Qualified Purchaser (as defined below) of a product listed below which is sold by Orion (the "<u>Product</u>") that such Product will be free from defects in materials and workmanship under normal use and service from the Qualified Purchaser's date of purchase of the applicable Product until the end of the warranty period listed below:

PRODUCT	CLASS	ТҮРЕ	WARRANTY PERIOD
PureMotion Air Movement	ISON	Air Movement	1 YEAR
PureMotion Light	ISON	Air Movement with LED Light	1 YEAR
PureMotion UVC	ISON	Air Movement with UV-C	1 YEAR

For purposes of this Limited Warranty, a "Qualified Purchaser" is the purchaser who purchases the Product directly from Orion or from an authorized reseller who has purchased the Product directly from Orion. The limited warranty period for any replacement parts or products provided by Orion and for any Products repaired or replaced under this Limited Warranty shall be the remainder of the original warranty period above. Any assistance Orion provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty.

Notwithstanding anything to the contrary in this Limited Warranty: (a) this Limited Warranty does not apply to the finish, or any power supplies (ballast, drivers, transformers, etc.), electrical components, controls or components used in the Product which are not manufactured by Orion (any applicable warranties for items manufactured by third parties are the sole responsibility of such third parties; (b) Orion shall have no liability under this Limited Warranty unless Orion is given written notice of a defect in the Product (as provided herein) within thirty (30) days of discovery of such defect by the Qualified Purchaser; 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.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ORION EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). TO THE EXTEND SUCH EXCLUSION AND DISCLAIMER OF IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE WARRANTY PERIOD DESCRIBED ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Qualified Purchaser. Any oral or written description of the Product is for the sole purpose of identifying it and shall not be construed as an express warranty.

NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND ORION.

Exclusive Remedy. Orion's sole and exclusive obligation and liability under this Limited Warranty, and the Qualified Purchaser's sole and exclusive remedy, is limited to, at Orion's option, the repair or replacement of the Product to the extent the Product is covered by this Limited Warranty, as Orion determines in its reasonable discretion. 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, in no event shall Orion be liable or responsible for the costs of labor and equipment to remove the defective Product and install a repaired or a replacement Product. Orion will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with Orion's prior written permission. Orion reserves the right to examine any 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.

Orion

<u>Warranty Exclusions</u>. If the Product contains LED components, the 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.

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Customer-supplied components shall be void of all written, promised, and implied warranties, including but not limited to this Limited Warranty. All customer-supplied components shall be properly compatible with Orion products and shall be installed "as-is". Orion shall have no liability for any damages or costs incurred relating to or arising out of customer-supplied components.

How To Make a Warranty Claim. The Qualified Purchaser may make a claim under this Limited Warranty by contacting Orion or an authorized Orion representative and providing the following: (a) a copy of the original invoice and any other documents related to the purchase of the Product; (b) 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 (c) all records of maintenance and/or testing of the Product.

Limitation of Liability. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER 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. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY WITH RESPECT TO THE PRODUCT OR ORION'S ACTS OR OMISSIONS OR OTHERWISE. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

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 the Qualified Purchaser.

<u>Miscellaneous</u>. This Limited Warranty applies only to the Qualified Purchaser and may not be transferred or assigned. Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Limited Warranty.

Effective Date: May 1, 2021

Orion Energy Systems, Inc.

Product Limited Warranty (Daylight Harvesting Light Pipes)

Subject to the terms, conditions, exclusions, procedures and limitations set forth herein, Orion Energy Systems, Inc. and its affiliates ("<u>Orion</u>") warrant to the Qualified Purchaser (as defined below) of a product listed below which is sold by Orion (the "<u>Product</u>") that such Product will be free from defects in materials and workmanship under normal use and service from the Qualified Purchaser's date of purchase of the applicable Product until the end of the warranty period listed below:

PRODUCT	CLASS	TYPE	WARRANTY PERIOD
Daylight Harvesting Light Pipes	APOLLO	N/A	1 YEAR

For purposes of this Limited Warranty, a "Qualified Purchaser" is the purchaser who purchases the Product directly from Orion or from an authorized reseller who has purchased the Product directly from Orion. The limited warranty period for any replacement parts or products provided by Orion and for any Products repaired or replaced under this Limited Warranty shall be the remainder of the original warranty period above. Any assistance Orion provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty.

Notwithstanding anything to the contrary in this Limited Warranty: (a) this Limited Warranty does not apply to the finish, or any 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; (b) Orion shall have no liability under this Limited Warranty unless Orion is given written notice of a defect in the Product (as provided herein) within thirty (30) days of discovery of such defect by the Qualified Purchaser; 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.

This Limited Warranty does not apply to any roofing materials, labor, and workmanship related to the installation of the Product, and Orion disclaims any liability related to or resulting from the installation of the Product, specifically including damages to roofing structures. The Qualified Purchaser should consult with their roofing supplier and/or contractor to determine what, if any, effects the installation of the Product may have on the warranties on the roofing structures/systems at the location where originally installed.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ORION EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). TO THE EXTEND SUCH EXCLUSION AND DISCLAIMER OF IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE WARRANTY PERIOD DESCRIBED ABOVE.

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Exclusive Remedy. Orion's sole and exclusive obligation and liability under this Limited Warranty, and the Qualified Purchaser's sole and exclusive remedy, is limited to, at Orion's option, the repair or replacement of the Product to the extent the Product is covered by this Limited Warranty, as Orion determines in its reasonable discretion. 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, in no event shall Orion be liable or responsible for the costs of labor and equipment to remove the defective Product and install a repaired or a replacement Product. Orion will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with Orion's prior written permission. Orion reserves the right to examine any 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.

Orion

<u>Warranty Exclusions.</u> This Limited Warranty shall be void should any defect, damage, or loss to the Product 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 be caused by condensation due to environmental conditions.

This Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by any of the following: improper installation (unless the Product is installed by Orion); improper or unauthorized installation, operation, maintenance, handling, or storage; repairs, alterations or modifications (unless performed by Orion); 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; 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, ambient operating range 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.

Customer-supplied components shall be void of all written, promised, and implied warranties, including but not limited to this Limited Warranty. All customer-supplied components shall be properly compatible with Orion products and shall be installed "as-is". Orion shall have no liability for any damages or costs incurred relating to or arising out of customer-supplied components.

How To Make a Warranty Claim. The Qualified Purchaser may make a claim under this Limited Warranty by contacting Orion or an authorized Orion representative and providing the following: (a) a copy of the original invoice and any other documents related to the purchase of the Product; (b) 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 (c) all records of maintenance and/or testing of the Product.

Limitation of Liability. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER 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. IN NO EVENT SHALL ORION BE LIABLE TO THE QUALIFIED PURCHASER OR ANYONE CLAIMING UNDER THE QUALIFIED PURCHASER FOR ANY OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY WITH RESPECT TO THE PRODUCT OR ORION'S ACTS OR OMISSIONS OR OTHERWISE. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

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Effective Date: May 1, 2021