

NORIBACHI COMMITMENT TO EXCELLENCE STANDARD FIVE YEAR LIMITED WARRANTY FOR HIGH LUMEN OUTPUT LED BULBS AND FIXTURES

Effective Date: 4/15/17

LIMITED WARRANTY

Noribachi Corporation (“Noribachi”) warrants to the original purchaser of the Noribachi high lumen output (2,500 lumens or more) LED Bulbs and Fixtures (“Product”) identified on Noribachi’s invoice reflecting its original purchase. This limited warranty may be transferred to subsequent purchasers of the Product, provided that the Product is resold in new condition and in its original packaging by an authorized Noribachi Reseller. **This limited warranty is suspended and does not apply to Products sold to purchasers whose accounts with Noribachi are not current.** Noribachi warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship under normal use in suitable applications within rated electric service limitations for a period of FIVE (5) YEARS from the date of original purchase (“Warranty Period”) from Noribachi or an authorized Independent Sales Representative or Reseller. The determination of whether the Product is defective shall be made by Noribachi in its sole discretion with consideration given to the overall performance of the Product. 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 light emitting diodes in the Product is less than 10% of the total number of light emitting diodes in the Product. The painted finish of the Product will be considered defective in material and workmanship only if there is substantial deterioration in the form of blistering, cracking or peeling. The painted finish is not warranted against fading, staining or chalking, as Products may naturally fade, stain or chalk over time due to normal aging.

If Noribachi determines the Product or a component is defective, Noribachi will elect, in its sole discretion, to refund the purchase price of the Product, give purchaser a credit toward future purchases of Noribachi Products, repair or replace the Product or component with the same or a functionally equivalent Product or component. This limited warranty will not apply to loss or damage to the Product caused by: failure to use the Product for the purpose for which it was designed; physical damage, exposure to adverse or caustic or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product; vandalism; fire, power failure; improper power supply; power surges or dips and/or excessive switching; excessive ambient temperature; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the product; fault or negligence of purchaser, any end user, third party or service provider not engaged or approved in advance by Noribachi; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including any failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets or instructions of Noribachi; damage or loss during shipping or any other occurrences beyond

Noribachi's control. Noribachi will not be responsible under this warranty for substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product. The end user is solely responsible for the structural integrity of any foundations, anchorages or structures upon which the Product is mounted or to which it is attached. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Noribachi upon request to substantiate that the Product has failed to comply with the terms of the Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Noribachi reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Noribachi in its sole discretion, and warranted for the remainder of the original warranty period.

To make a warranty claim, you must notify Noribachi in writing within thirty (30) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Noribachi's other warranty requirements. Your warranty claim should be addressed to Noribachi Corporation via email at RMA@noribachi.com. Upon receiving that notice, Noribachi will review the claim, and if found valid will issue an RMA number. Noribachi may require you to promptly return the Product to Noribachi. All products returned to Noribachi must be shipped freight prepaid.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event will Noribachi be liable for any special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of or related to the Noribachi's performance or breach of this warranty, sale, delivery, repair, replacement or the furnishing of any services or customer's use of or inability to use the products, even if the company has been advised of the possibility of such damages. In no event will the company's liability on any and all claims of any kind, whether in contract, warranty, tort, strict liability or otherwise exceed the amount paid by the customer for the product giving rise to any claim.

THIRD PARTY WARRANTIES

This limited warranty only applies to specified Noribachi LED bulbs and fixtures. It does not apply to and NORIBACHI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE with respect to any accessories, components and other products not manufactured by Noribachi including, but not limited to, poles, tenons, mounts, photo cells, occupancy controls, emergency backup batteries and third party integrated controls, but Noribachi will assign to the Customer, to the extent permitted by law and the relevant warranties of manufacturers of such accessories, components and products, its interest in the warranties of the manufacturer, if any, upon timely written notice of a claimed defect.

EXCLUSIONS

This limited warranty does not apply to any Noribachi Zippy Kit, except those eligible for rebates, unless the installation and use of the Zippy Kit is approved by Noribachi in writing. Approval may be conditioned on payment of an additional fee or other conditions related to the installation and use of the Zippy Kit. Request for an extended limited warranty for an rebate ineligible Zippy Kit must be in writing and approved by Noribachi prior to the installation and use of the Product. A copy of the standard limited warranty for Zippy Kits and other Noribachi warranties may be found at www.noribachi.com/products/warranty/.

GOVERNING LAW

All claims arising out of the purchase and use of the Product and the Limited Warranty provided herein shall be governed by the laws of the State of California without regards to its conflicts of laws provisions and by purchasing a product, accessory or component from Noribachi or an Authorized Independent Sales Representative or Reseller, Customer agrees to submit to the personal jurisdiction and venue of federal and state courts located in Los Angeles County, California.

This warranty is effective for purchases of Product on or after the effective date set forth above. Noribachi reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Noribachi on or after the effective date of such revised warranty.