



## RUGGED PRODUCTS FOR HARSH ENVIRONMENTS

### Industrial & Commercial Series LED Solid State Lighting Fixture Warranty - 5 Years

Back To Earth Energy, Inc. warrants solely to the original commercial end user ("Purchaser") of Back To Earth Energy, Inc. Solid State Lighting Fixture Products ("Products") that the Products be free of significant defects in material and workmanship for a period of five (5) years from the date of the shipment of the Products ("Warranty Period").

#### What this Warranty Does Not Cover

(1) Products subjected to abuse, misuse, neglect, negligence, accident, improper testing or service, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions/specifications issued by Back to Earth Energy Inc.; (2) Products reconstructed, repaired or altered by persons other than Back to Earth Energy Inc.; (3) has been amended, repaired or modified using third party products or components not manufactured or supplied by Back to Earth Energy Inc.; (4) advice or assistance relating to the Products that Back to Earth Energy Inc. -furnishes as a courtesy; (5) any batteries or third party control devices such as occupancy sensors, photo controllers or photocells, or any other third party products incorporated, contained in or attached to the Products (such products are covered by that applicable manufacturer warranty); (6) any fixture that has been modified to withstand temperatures above 167°F (75°C). This will be shown in part numbers/descriptions as HT (High Temperature Modification) and may be referred to by Back To Earth Energy, Inc. as a 'high temp modification using Robax glass'; and; (7) Improper return shipping. For the avoidance of doubt Back To Earth Energy, Inc. makes no representation or warranty with respect to any third party products.

#### Conditions of Warranty

(1) The Purchaser shall submit all alleged claims or defects within the Warranty Period to Back To Earth Energy, Inc., in writing and with detail of the same; (2) the Purchaser shall at its sole cost and expense return Products with a bill of sale or other evidence showing the date of purchase and identification of the original Purchaser; (3) if upon inspection and testing of the returned Products by Back to Earth Energy Inc., such Products are found to be defective and such defect has not been caused by the exclusions detailed above, Back To Earth Energy, Inc. shall, at its sole discretion, repair, replace or refund such Products; and (4) the Purchaser shall prepay all of Back to Earth Energy Inc.'s costs and expenses (including risk of loss) for the delivery of all repaired or replaced Products to the Purchaser.

#### Warranty Limitations

All replacement Products are warranted for the time remaining in the original Warranty Period of the original Product. Replacement Products will be equivalent in function, but not necessarily identical to the replaced Products. Repair, replacement or refund as set forth in the warranty is the sole and exclusive remedy under this warranty or otherwise for Products' defects. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS DOCUMENT, NEITHER BACK T EARTH ENERGY, INC. NOR ANY PERSON ON OUR BEHALF HAVE MADE OR MAKES ANY EXPRESSED OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OR MERCHANTABILITY, CONFORMANCE TO DESCRIPTION OR SAMPLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT, AND PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY BACK TO EARTH ENERGY, INC., OR ANY OTHER PERSON ON BACK TO EARTH ENERGY, INC'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS DOCUMENT.

#### Damage Limitations

IN NO EVENT SHALL BACK TO EARTH ENERGY, INC. BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE, SAVINGS OR PROFITS, ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BACK TO EARTH ENERGY, INC., OR A BACK TO EARTH ENERGY, INC. AUTHORIZED REPRESENTATIVE OR THE PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH OR OTHER LIABILITIES IN JURISDICTIONS WHERE THE SAME MAY NOT BE DISCLAIMED AS A MATTER OF LAW.

#### How to Obtain Warranty Service

To obtain warranty service, Purchaser must obtain an RMA (Return Merchandise Authorization Number) and instructions on how and where to return the products from your local Back To Earth Energy, Inc. Customer Service department.