

XICATO INC.

LIMITED PRODUCT WARRANTY

1. DEFINITIONS

All warranties are contingent on Customer complying with operating conditions defined in relevant datasheets.

“Lumen maintenance” is always defined as “L70”: the product continues to produce $\geq 70\%$ of its original light output at the end of the warranty period.

“Color maintenance” is always defined as “color consistency between Products in a single contiguous visual space viewable from any location within that space shall differ by less than 0.003 for $\Delta u'v'$.”

“Electronics” includes electronic components, integrated connectors and housing.

The “B” metric, as in B0, is the warranty’s tolerance for failure. The “B” can be thought of as meaning “Bad” and the number refers to the percentage that can fail. Thus:

- B0 (pronounced “Bee zero”) refers to the fact that the warranty applies to every individual unit, not some average fraction. Thus, B0 is the best, strictest metric.
- B50 means 50% bad; the warranty kicks in only if and when 50% of the parts fail to meet the specification.

2. WARRANTY TERM

- Warranty term begins on the date of the invoice
- Warranties stated in terms of years or hours mean “whichever comes first”.
- Hour-based warranties are based on verifiable operating hours tracked and stored within the device memory.

3. CONDITIONS

The following limited warranty apply to the specified Xicato Products provided by Xicato hereby identified as the Seller on the invoice for the original purchase of the warranted Product. It is provided to the original Customer of the warranted Product identified on such Seller's invoice. A Customer who is an authorized distributor of Seller may transfer (directly or indirectly through a contractor) its rights under this limited warranty to the original end-user Customer of the Product provided that such Product is resold by such distributor in new condition and in its original packaging. This limited warranty may not be transferred by the original end-user Customer except in connection with the sale of the installation site in which the Product was originally installed. Except as expressly provided above or as may be approved in writing by Seller, this limited warranty is non-transferrable.

4. WARRANTY COVERAGE

With respect to each Product, Xicato warrants that such Products will be free of defects in material and workmanship for a period defined for each Product from the date of original purchase by the Customer; and the specific limited warranty conditions for each Product are as follows:

XIM with Bluetooth (XIM Gen4) LED Module

All XIM part numbers that end in A5A and A6A, e.g. XIM19953020A5A, XIM09902713A6A.

7 years or 50,000 hours, B0, on lumen maintenance, color maintenance, and electronics.

XIM (non-Bluetooth enabled), XCA, XTM LED Module

All part numbers beginning with XCA and XTM, as well as all parts beginning with XIM that end in A2A or A3A, e.g. XIM092707A2A, XIM19804050A3A.

7 years, B0, on lumen maintenance, color maintenance and electronics

XLT LED Linear Tape

All part numbers beginning with XLT

5 years, B0, on lumen maintenance and color maintenance

XOB LED Array

All part numbers beginning with XOB

5 years, B0 on lumen maintenance

2 years, B0 on color maintenance

XID Driver

All part numbers starting with XID

5 years or 50,000 hours, B0, on electronics

XMD, XMV Driver

All part numbers starting with XMD and XMV

5 years, B0, on electronics

XIG Gateway

XIS Sensor

XSW Switch

XRN Relay Node

XGC, XCC Control Card

All part numbers beginning with XIG, XIS, XSW, XRN, XGC, XCC

1 year, B0 on electronics

The determination of whether any Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product as compared to the expected performance per the applicable Product datasheet.

5. EXCEPTIONS

The above warranty does not extend to

- a. Product failure or defect that results from or in connection with the design, installation, use or failure of any equipment of system that is not provided by Xicato or to any other cause that, in Xicato's reasonable determination, is not in Xicato's control.
- b. Products where the operational temperature has ever exceeded the specified case temperature (Tc)
- c. Label, serial number, temperature indication sticker or any other marking has been altered, removed or made illegible.
- d. Any improper installation (or errors committed during installation), movement or application of the Products.
- e. Product that has been manipulated, altered, opened or tampered with. Product or Luminaire shows evidence of or has been subjected to misuse, abuse, neglect, intentional misconduct, accidents or events of force majeure.
- f. Any repair or modification of the Product other than by Xicato.
- g. Product is operated outside of desired specifications, either continuously or temporarily including any error resulting from any power surge, lighting damage, fire, accidental breakage, damage caused by wind, hail, storms, pest, animals or people, or any other events or causes outside of Xicato's reasonable control.
- h. Direct exposure to standing water or liquids.

EXCEPT AS SET FORTH IN THIS WARRANT, ALL PRODUCTS THAT ARE THE SUBJECT MATTER HEREOF ARE PROVIDED "AS IS" AND XICATO HEREBY DISCLAIMS (ON BEHALF OF ITSELF AND ITS PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XICATO DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS. WARRANTIES MADE BY ANY THIRD PARTIES WITH RESPECT TO THE PRODUCTS ARE NOT LEGALLY BINDING ON XICATO.

6. CLAIMS PROCESS

All warranty claims should be submitted to Xicato in writing or via email

Attention: Warranty Claims Xicato, Inc.

US mail:

101 Daggett Drive

San Jose, California 95134 U.S.A.

Or

Email:

orders@xicato.com

Subject to Customer's compliance with Xicato's return material authorization (RMA) policy in effect, Products obtained from Xicato that do not comply with the applicable warranty provisions and that are returned to Xicato during the applicable warranty period will be repaired or replaced at Xicato's option. However, if Xicato determines that it is not practical to repair or replace the returned Product, Xicato shall, as Customer's sole and exclusive remedy, refund to Customer (or credited against other Customer obligations at Xicato's option) an amount equal to the price paid by Customer for such Product if within one year of delivery, or the Product's net book value thereafter. New replaced or repaired Products shall be warranted for the same attributes and performance as the original warranty, but only until completion of the original underlying warranty period. Replacement shall not result in a new warranty period, nor shall the original terms of this warranty be extended. Xicato will deliver a replacement Product that meets the original form factor and mechanical/optical/electrical interfaces provided that Xicato has the exclusive right to change the characteristics of that Product.