

ICON INTERNATIONAL'S PROMISE OF QUALITY 5-YEAR LIMITED WARRANTY ON LED FIXTURES

November 2012

ICON International, Inc., 500 Callahan Road, North Kingstown, Rhode Island, 02852 ("ICON") warrants that the LED Products (as defined below) manufactured by ICON, when properly installed and maintained under normal service, comply with its published product specifications and shall be free from defects in materials and workmanship under typical use in suitable applications within rated electric service limitations, for a period of FIVE (5) YEARS from the date of invoice by ICON (the "Warranty Period"). "LED Products" shall mean the complete ICON LED light fixture in totality, including the light engine, driver and mechanical parts.

This express limited warranty is extended to the original and/or first end-user purchaser at the original installed location and ICON will, as its sole liability and customer's exclusive remedy, at its option repair or replace any LED Products or parts ICON deems to be defective or provide the purchaser with a new replacement unit of equal or better performance for LED Products returned during the Warranty Period. Repaired or replacement LED Products are warranted for the remainder of the original Warranty Period or one (1) year, whichever is longer.

The customer must provide the Authorized ICON Distributor from whom the LED Product was purchased with prompt written notice of any claimed defects (i.e. no later than thirty (30) days of discovery of the nonconformance). Customers who purchase LED Products directly from ICON must provide prompt written notice of any claimed defects to ICON. ICON or its Authorized Distributor will provide instructions and a Return Materials Authorization (RMA) for service and/or return, repair or replacement of the defective LED Product or portion therein. LED Products returned without an RMA will not be accepted. If ICON in its evaluation determines that a LED Product returned with an RMA is a defective LED Product, ICON will credit the customer for shipping of defective LED Product to ICON. ICON reserves the right to make the final determination as to the existence and cause of any claimed defect.

Throughout the first year of the Warranty Period, ICON will incur the cost of service charges, including labor of removing, packaging, shipping, repairing or replacing and reinstalling any defective LED Products or portions therein provided the labor services are performed by ICON's designated contractor or a contractor of the customer's choosing provided that the contractor, quote and scope of work is approved in writing by ICON in advance of the service and the work is done in strict adherence to ICON's installation instructions. For the second through fifth year of the Warranty Period, all LED Products or portions therein deemed to be defective by ICON will be replaced at no charge to the customer; however, the customer must hire a properly qualified and licensed electrician to remove and reinstall the parts. This warranty does not cover labor costs associated with the removal and/or reinstallation of LED Products that are LED track-based products.

Notwithstanding the foregoing, in no event shall ICON be responsible for and ICON makes no warranty with respect to damages resulting from: (1) failure to install the LED Products in applications where the ambient temperatures are within the range of specified operating temperatures; (2) external causes such as fires, earthquakes, floods and thunderstorms, vandalism, improper power supply, power surges or dips,

excessive switching, induced vibration, animal or insect activity or the fault or negligence of any third party not engaged by ICON; (3) improper or unauthorized use, installation, handling, storage, alteration, maintenance or service or failure to comply with any applicable codes and/or recommendations or instructions of ICON; (4) damages and defects resulting from the lack of maintenance as required in the installation instructions and specification sheets; (5) use with end user or third party supplied products, processes or materials; (6) LED Products not operated in conjunction with compatible building control devices and dimmers where applicable, or (7) or any other causes or occurrences beyond ICON's reasonable control. ICON shall in no event be responsible under this limited warranty for any deterioration, corrosion or discoloration of the LED Products. Furthermore, this warranty will be deemed void if the product is not installed, operated or maintained in accordance with the most recent edition of The National Electric Code (NEC), The Standards of Safety of Underwriters' Laboratories, Inc. (UL), The Standards of the American National Standards Institute (ANSI) and the specific guidelines and instructions provided by ICON International. This limited warranty extends only to the original and/or first end-user of the Products and may not be transferred or assigned by said end user.

THE FOREGOING OBLIGATION TO REPAIR OR REPLACE THE NONCONFORMING LED PRODUCTS SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE BREACH OF THE FOREGOING WARRANTIES AND SHALL NOT EXTEND THE WARRANTY PERIOD. ICON HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NOT OTHER WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN. UNDER NO CIRCUMSTANCES WILL ICON BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGE OR LOSS OF USE FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ICON'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A LED PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER ICON'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW OR OTHERWISE.

All claims arising out of the purchase and use of the product and the Limited Liability Warranty provided herein shall be governed by the laws of the State of Rhode Island and by purchasing a product or part from ICON International or an Authorized Distributor of ICON, purchaser agrees to submit to personal jurisdiction and venue of federal and state courts located in Rhode Island.

This warranty applies specifically to commercial LED products sold by ICON and installed in the United States or Canada.

ICON reserves the right to modify or discontinue this limited warranty without notice provided that any such modification or discontinuance will only be effective with respect to any LED Products purchased after such modification or discontinuance. For more information regarding this Warranty, please contact your local ICON Authorized Distributor or Sales Representative or contact ICON International directly at sales@iconintl.net or 401/295-2533.