

## Energy Focus Clearance Product Warranty

Energy Focus, Inc. ("Energy Focus") provides the following warranty ("Warranty") to the original end user ("Customer") for products which are manufactured by or for Energy Focus and advertised as Energy Focus clearance products ("Clearance Products"): The Clearance Products will be free from defects in material and workmanship under normal use and service for thirty (30) days ("Warranty Term") beginning on the date of purchase by the Customer (the invoice date); provided the Clearance Product is installed to the specifications provided in the corresponding Clearance Product Specification Sheet. It is the responsibility of Customer and installer to obtain the Specification Sheet from Energy Focus prior to installation.

If a Clearance Product covered by this Warranty is returned in accordance with Energy Focus' Return Policy set forth in the Energy Focus Terms and Conditions of Sale located at <https://www.energyfocus.com/company/terms-and-conditions/terms-conditions-sale/> within the applicable Warranty Term and Energy Focus, at its sole discretion, determines that the returned Clearance Product is defective, Energy Focus will, at its sole discretion and as the Customer's sole and exclusive remedy, either replace the Clearance Product or provide a refund for the Clearance Product. If Energy Focus is unable to replace the Clearance Product due to discontinuation, availability, or any other unforeseen circumstance, Energy Focus may elect to replace the Clearance Product with a comparable Clearance Product.

This Warranty does not apply to defects or failure of the Clearance Product resulting from damage caused by force majeure events such as floods, hurricanes, and other natural disasters, abuse, misuse, alteration, power surges, corrosive environments, abnormal use or conditions, neglect, or where adequate care has not been taken to prevent damage to the Clearance Product. This Warranty is not applicable to any Clearance Product which is not installed and operated in accordance with the current edition of the National Electric Code (NEC), all applicable state and local codes, the Underwriters' Laboratories, Inc. (UL) standards for safety, and all applicable American National Standards Institute (ANSI) and Energy Focus' instructions for installation. This Warranty will become null and void in the event any repairs or alternations not authorized by Energy Focus in writing are made to the Clearance Product.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR CLEARANCE PRODUCTS AND THE SOLE AND EXCLUSIVE LIABILITY OF ENERGY FOCUS FOR THE CLEARANCE PRODUCTS. ENERGY FOCUS WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF WARRANTY, TORT OR OTHERWISE, INCUR LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR COMPENSATORY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, USE OR GOODWILL AND IN NO EVENT SHALL ENERGY FOCUS' AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE OF THE CLEARANCE PRODUCT TO WHICH SUCH LIABILITY RELATES. EXCEPT AS PROVIDED HEREIN, ENERGY FOCUS MAKES NO OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Energy Focus reserves the right to modify this Warranty from time to time and any modifications shall be effective for all purchases of Clearance Products after the effective date of the revised Warranty.

Upon discovery of a defect or malfunction during the Warranty Term, please address all inquiries to Energy Focus at:

Energy Focus, Inc.

Phone: 800-327-7877 e-mail: [customerservice@energyfocus.com](mailto:customerservice@energyfocus.com)

Effective July 22, 2020