 <p>11 British American Blvd Latham, NY 12110</p>	<p align="center">Title LED Light Engine and Control Components Limited Warranty</p>	<p align="center">Identifier ADM-WI- COMP_LIM_WARR-100</p> <hr/> <p align="center">Department Administration</p>
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Subject to the terms, conditions, exclusions, and limitations detailed below, Vyv, Inc. and its affiliates (“Vyv”) warrant to any Qualified Purchaser (as defined below) of a Product(s) sold by Vyv (“Product”) that such Product(s) will be free from material defects in materials and workmanship for a 5-year period from the date Qualified Purchaser receives the Product(s). Upon delivery (signed date of receipt of Product(s)), the Qualified Purchaser will have 10 days to inspect the received Product(s) and return the Certificate of Acceptance or issue a Customer Service Request (complaint) to Vyv.

For purposes of this Limited Warranty, a “Qualified Purchaser” is any purchaser who purchases the Product(s) directly from Vyv or from an authorized reseller who has purchased the Product(s) directly from Vyv. Notwithstanding the foregoing: (a) this Limited Warranty applies to Product(s) sold for the purpose of integration into Qualified Purchaser’s lighting fixture assemblies, any damage to Product(s) caused by components of the assembly not provided by Vyv is excluded from this Limited Warranty; (b) Vyv shall have no liability under this Limited Warranty unless Vyv is given written notice of a defect in the Product(s) within thirty (30) days of discovery of such defect; and (c) Vyv’s liability for all claims of any kind or for any losses or damages arising out of, or resulting from, the use or inability to use the Product(s) shall not exceed the original purchase price of the Product(s) or component(s) which give rise to the claim.

THIS FOREGOING LIMITED WARRANTY IS EXCLUSIVE. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES MADE OR OFFERED BY VYV, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND VYV.

Exclusive Remedy. If Vyv determines, at its reasonable discretion, that a Product(s) covered by this Limited Warranty fails to comply with this Limited Warranty, then Vyv, at its option, will repair or replace the Product(s) or cause such repair or replacement with the same or a functionally equivalent Product(s) or component part subject to the component part required to repair the fixture(s) still being commercially available; provided, however, that the costs of labor and equipment to remove the defective Product(s) and install a repaired or a replacement Product(s) at the Qualified Purchaser’s facility and/or end-user’s facility are expressly excluded. The foregoing remedy shall constitute the sole and exclusive remedy for the Qualified Purchaser and the sole liability of Vyv regarding this Limited Warranty. Vyv reserves the right to examine any Product(s) claimed to be defective to determine to Vyv’s reasonable satisfaction that warranty coverage applies and/or to determine the cause of failure and patterns of usage.

Warranty Exclusions. Product(s) shall only be warranted for use in lighting fixture assembly product that have been approved as part of “Licensed Product Qualification Procedure” and operated within the limits

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determined as part of the qualification. The Product(s) will be considered defective in material or workmanship only if one (1) or more individual LED’s in the Product(s) fails to illuminate at initial start; or more than 10% of the individual LED’s in the Product(s) fail to illuminate during the warranty period; or a validated chromaticity shift such that the light output in the Product(s) falls outside the specified CCT value limits per ANSI C78 377 standard; or a violet content reduction to 70% of its initial irradiance. This Limited Warranty only applies when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and electrical parameters shown on the Product(s) documentation and/or limits established during the “Licensed Product Qualification Procedure.”


Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by: induced vibration; harmonic oscillation or resonance; or if power is supplied to the Product(s) using a device that does not meet the NEMA SSL 1 standard.

Further, this Limited Warranty shall be void should any defect, damage, or loss to the Product(s) be caused by: improper or unauthorized installation, operation, maintenance, handling, or storage; repairs, alterations or modifications (if performed by someone other than Vyv or an authorized Vyv representative); misuse; abuse; abnormal operating or environmental conditions; accidents; fire; floods; acts of war or terrorism; animal or insect activity; or any acts of God or other force majeure events; failure to comply with normal and proper storage, use, maintenance, or environmental instructions, practices, procedures or codes; failure to comply with any storage, installation, use, maintenance, ambient operating range or environmental instructions, practices, recommendations, or procedures of Vyv; sabotage or intentional damage or vandalism; civil disturbances; use of the Product with third party supplied products (e.g., controls), processes, or materials; and other occurrences beyond Vyv’s reasonable control. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT(S) IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Customer-supplied components shall be void of all written, promised, and implied warranties, including but not limited to the Vyv Product Limited Warranty. All customer-supplied components shall be properly compatible with Vyv products and shall be installed “as-is.” Vyv shall have no liability for any damages or costs incurred relating to, or arising out of, customer-supplied components.

To Make a Warranty Claim. Notify Vyv or your authorized Vyv representative (support@vyv.tech), as applicable. Provide Vyv:

- 1) A copy of the original invoice and any other documents related to the purchase; and
- 2) Power quality records of the electric circuit that the affected Product was connected to if the claim is related to an electrical component; and

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3) Any records of maintenance and/or testing must be provided by the Qualified Purchaser.

Limitation of Liability. IN NO EVENT SHALL VYV BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES WHATSOEVER, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES OR DOWNTIME COSTS, DAMAGED TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY. Some states do not allow the exclusion or limitation of consequential or incidental losses or damages; therefore, such limitations or exclusions may not apply to certain claimants.

Effective October 2022