

Warranty

Illumient, a division of Clear Blue Technologies Inc. hereby warrants the Illumient Off-Grid Wind and or Solar Streetlight against defects in materials and workmanship under normal operation that substantially inhibits the functionality of the Product (the “Limited Warranty”). The Limited Warranty time periods are as follows for each component of the Product, starting from the date of shipment of product:

System Component	Limited Warranty Period
Stresscrete Concrete Pole	Lifetime Warranty
Daisy Wind Turbine	2 years
Siliken Solar Panel	10 years
Batteries	2 years
Clear Blue Blackbird Controller	3 years
King Luminare Lights & Arms	5 years

Should the Illumient system that you have purchased have components other than those listed above, please check to confirm warranty on those components. Specific terms and conditions of the warranty for some of the above components:

Stresscrete Concrete Pole

StressCrete provides a limited Lifetime Warranty for its products to be free of defects in materials and workmanship. This limited lifetime warranty specifically excludes the natural aging process on coatings. Where the product is used outside it’s specified use this warranty is null and void.

StressCrete’s responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited lifetime warranty. However, at StressCrete’s discretion, a reimbursement for the cost associated with the removal and reinstallation of any StressCrete product that is deemed to be defective under this warranty may be paid to the end user, to a maximum of \$300.00 per unit, during the first ten (10) years of this warranty. Any product deemed to be defective under the terms of this warranty after a period of ten (10) years will be subject to unit replacement only. The StressCrete Group defines “Lifetime” as the lifetime of the products intended use.

King Luminare Lights & Arms

The warranty for these components includes paint or powder coatings, electrical components and acrylic, polycarbonate and glass enclosures on our lighting products and decorative arms.

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Full River Batteries

This warranty covers batteries that become unusable or unserviceable due to defects in material and/or workmanship within 24 months of purchase. Fullriver will replace a defective battery, with a battery that is identical to or better than the original battery, or issue a monetary credit for the amount of the original battery at time of purchase. This warranty covers batteries, sized properly, used in the application for which it was intended and charged with a Fullriver-approved charging profile.

General Warranty Terms

This warranty is for the original customer and is subject to the conditions set forth below:

- a. The warranty is limited to the original purchaser of the product and is not extended to any other party.
- b. A copy of the original purchase invoice/receipt identifying the purchaser and the date of purchase, must accompany the product to obtain warranty repairs.
- c. This limited warranty is void if any portion of the product is damaged by a) alteration, disassembly, or application of a foreign substance, b) repair or service not approved by Illumient, c) accident, abuse, misuse, incorrect installation, d) corrosion of water damage, e) lightning or other act of God, f) operation or installation contrary to the instructions pertaining to the product, g) cosmetic aging as determined by Illumient service technicians or engineers in their sole and exclusive discretion, including without limitation the following:
 - Failure to follow operating, maintenance and installation instructions provided by Illumient and in accordance with any and all industry standards and codes;
 - Fire, flood, "Acts of God" or other problems with the Product beyond the control of Illumient;
 - Unauthorized or improper repairs or adjustments to the Product;

At Illumient's option we will repair or replace, without charge, any properly installed product we deem to be defective if such product has failed under normal conditions, use, service, and maintenance. Such service shall be a supply of parts only and does not include costs of installation or transportation shipping charges. Any product that has been damaged due to handling, transportation, installation, vehicular impact, abuse, vandalism or failure to operate within design specifications is not covered under warranty.

TO OBTAIN COVERAGE UNDER THIS LIMITED WARRANTY, THE PURCHASER MUST FIRST CALL ILLUMIENT (647-748-4822) TO OBTAIN A RETURN MATERIALS AUTHORIZATION ("RMA") NUMBER, AND THEN FOLLOW THE INSTRUCTIONS OF ILLUMIENT. THE PURCHASER SHOULD NOT ATTEMPT TO REPAIR OR DISASSEMBLE THE PRODUCT, AS ANY ACTION BY THE PURCHASER MAY, AT ILLUMIENT'S SOLE AND EXCLUSIVE DISCRETION, ELIMINATE ANY LIMITED WARRANTY COVERAGE.

If Illumient instructs the Purchaser to return the Product, Purchaser shall prepay shipping

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charges for returning the Product to Illumient. Illumient will pay for return of the Product to Purchaser following replacement or repair, except that Purchaser shall pay all shipping charges, duties, and taxes for the Product if the Product is returned to Illumient from a country other than the United States or Canada.

EXCEPT AS OTHERWISE SET FORTH ABOVE, THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT, AT THE SOLE AND EXCLUSIVE DISCRETION OF ILLUMIENT. IN NO EVENT SHALL ILLUMIENT BE LIABLE FOR ANY LOST PROFITS, ECONOMIC LOSS, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING FROM OR RELATED TO THE FURNISHING, PERFORMANCE OR USE OF THE PRODUCT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. ILLUMIENT DISCLAIMS, AND SHALL HAVE NO LIABILITY FOR, ANY TRADEMARK, TRADE DRESS, TRADE SECRET, COPYRIGHT, DESIGN OR PATENT INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHT, WHICH MAY OCCUR AS A RESULT OF THE SALE OF THE PRODUCT TO THE PURCHASER. IN NO EVENT SHALL ILLUMIENT'S LIABILITY EXCEED THE PRICE PAID BY THE PURCHASER FOR THE PRODUCT.

ILLUMIENT MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT. ILLUMIENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR WARRANTIES AGAINST LATENT DEFECTS. ILLUMIENT'S RESPONSIBILITY UNDER THIS WARRANTY DOES NOT INCLUDE ANY OBLIGATION TO REIMBURE THE ORIGINAL PURCHASER FOR TRANSPORTATION, INSTALLATION, REMOVAL, REPAIR OR ANY OTHER INCIDENTAL EXPENSES INCURRED BY THE ORIGINAL PURCHASER, OR OTHERS, IN RELATION TO ANY PRODUCT DEFECT COVERED BY THIS LIMITED WARRANTY.

This Limited Warranty shall be governed by the laws of the State of New York for U.S. customers OR the Province of Ontario for Canadian and International customers.

BY PURCHASING THE PRODUCT, THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS LIMITED WARRANTY, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THE PURCHASER FURTHER AGREES THAT, THIS LIMITED WARRANTY IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LIMITED WARRANTY PROVIDED BY ILLUMIENT AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, EITHER ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS LIMITED WARRANTY. ADDITIONALLY, THE PURCHASER AGREES THAT IF ILLUMIENT IS REQUIRED TO ENGAGE IN ANY PROCEEDING, LEGAL OR OTHERWISE, ARISING FROM THIS LIMITED WARRANTY, ILLUMIENT SHALL BE ENTITLED TO RECOVER FROM THE PURCHASER ITS REASONABLE ATTORNEYS' FEES AND COSTS.

All sales by Illumient and Clear Blue Technologies are final at time of sale.