Koda Returns & Limited Warranty Policy

This "**Returns & Limited Warranty Policy**" contains the ADC Solutions Hardware, LLC d/b/a Koda ("Koda") limited warranty ("**Limited Warranty**"), our return policy, and other information relevant to customers after purchasing Koda's products ("Koda Products"). By making a purchase of any Koda Products, you agree to be bound by this Returns & Limited Warranty Policy. If you are not eligible or do not agree to any of the terms of this Returns & Limited Warranty Policy, do not use a Koda Product. This Returns & Limited Warranty Policy is hereby incorporated into, and made a part of, Koda's Terms of Use. Capitalized terms used but not defined in this Returns & Limited Warranty Policy have the meaning given to them in the Terms of Use. **We urge you to read and become familiar with the Terms of Use as they may affect your legal rights.**

THE RETURN POLICY IN SECTION 3 BELOW ONLY APPLIES TO KODA PRODUCTS PURCHASED DIRECTLY FROM KODA [(i.e. FROM WWW.KODABUILT.COM)]. IF YOU PURCHASED YOUR KODA PRODUCT THROUGH A THIRD-PARTY AUTHORIZED RETAILER (AN "AUTHORIZED RETAILER"), ANY RETURN OF YOUR KODA PRODUCT SHOULD BE MADE THROUGH SUCH AUTHORIZED RETAILER'S RETURN CHANNELS. KODA WILL NOT DIRECTLY ACCEPT RETURNS OF KODA PRODUCTS PURCHASED THROUGH AUTHORIZED RETAILERS. HOWEVER, THE BELOW POLICY SHALL APPLY TO WARRANTY CLAIMS FOR SUCH KODA PRODUCTS PURCHASED THROUGH AUTHORIZED RETAILERS.

KODA MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE KODA PRODUCTS OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER SECTION 2 BELOW.

1. Product Warnings

PLEASE REVIEW ALL OF THE KODA PRODUCT WARNINGS FOR YOUR KODA PRODUCT BEFORE USING THEM FOUND IN YOUR KODA PRODUCT'S INSTRUCTION MANUAL. FAILURE TO COMPLY WITH THE KODA PRODUCT WARNINGS WILL INVALIDATE THE BELOW LIMITED WARRANTY.

2. Limited Warranty

EXCEPT AS OTHERWISE SET FORTH HEREIN, KODA PRODUCTS ARE SOLD ONLY WITH THE LIMITED WARRANTY DESCRIBED HEREIN. THIRD-PARTY PRODUCTS ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY, AND ARE SUBJECT ONLY TO THOSE WARRANTIES EXTENDED BY THE APPLICABLE THIRD-PARTY MANUFACTURERS OF SUCH PRODUCTS, IF ANY. EXCEPT WHERE PROHIBITED BY LAW OR AS OTHERWISE PROVIDED HEREIN, KODA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

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AUTHORIZED TO ALTER THESE WARRANTIES.

2.1. Warranty Periods

Each Koda Product shall have a limited warranty period ("Warranty Period") in accordance with Table 1 below:

Table 1

Koda Product	Warranty Period
LED Light Products	5 years
Battery Powered Products	18 months
Non-Battery Powered Products	3 years
Security, Home Monitoring and Electronics	1 year

The applicable Warranty Period for each Koda Product commences on the date of original purchase by the first end-user of the Koda Product. Claims of defect brought after the applicable Warranty Period will not be covered by this Limited Warranty.

2.2. Conditions of Limited Warranty

Provided the following conditions are met, if your new Koda Product is found to be defective, Koda will attempt to repair defects in your Koda Product(s) (or, subject to the Unavailable Products section below, replace such Koda Product(s)) during the applicable Warranty Period, without charge for parts or labor:

- All repairs must be performed by Koda (e.g. if you, or someone else, have tampered with your Koda Product, your Limited Warranty shall be void).
- All claims under the Limited Warranty must be accompanied by a copy of the sales receipt, bill of sale, or other proof of purchase (collectively, your "Proof of Purchase").
- The equipment must not have been altered or damaged through:
    - negligence, accident, improper operation or handling, neglect, tampering, abuse, unusual physical stress, or failure to follow the product instructions for installation, use, or care;
    - incorrect or inadequate maintenance, cleaning, or care of the Koda Product; or
    - normal wear and tear of the Koda Product.
- Repair or replacement parts supplied by Koda under this Limited Warranty are protected only for the unexpired portion of the original applicable Warranty Period.
- This is a "repair or replace" Limited Warranty only, and does not cover costs related to the installation, removal or reinstallation of the Koda Product.
- Claims of defect brought after the applicable Warranty Period will not be covered by this Limited Warranty.
- This Limited Warranty extends only to the original purchaser of the applicable Koda Product.
- Koda will not be responsible under this Limited Warranty or otherwise for defects or damage caused by any ancillary equipment not furnished by Koda which is attached to or used in connection with the Koda Product(s), and all such equipment is expressly excluded from this Limited Warranty, regardless if such damage is caused by use in connection with the Koda Product(s).
- This Limited Warranty does not extend to consumable parts, such as batteries, or any third-party products that buyer may use or purchase in conjunction with the Koda Products.
- This Limited Warranty does not cover the cost of shipping outside of the Continental U.S. (as defined below); however, shipping within the Continental U.S. shall be at no cost to the customer. The "Continental U.S." as used herein means the continental United States of America, and

specifically excludes Alaska, American Samoa, Micronesia, Guam, Hawaii, Marshall Islands, Northern Mariana Islands, Palou, Puerto Rico, and the U.S. Virgin Islands.

2.3. How to Make a Claim under the Limited Warranty

PLEASE KEEP THE BOX THAT YOUR KODA PRODUCT ARRIVED IN, ALONG WITH ALL ORIGINAL PACKAGING. IF YOU NO LONGER POSSESS THE ORIGINAL PACKAGING, YOU MAY SEND BACK THE KODA PRODUCT IN YOUR OWN PACKAGING, PROVIDED IT IS ABLE TO SAFELY SECURE THE KODA PRODUCT IN TRANSIT. HOWEVER, YOU MAY BE DISQUALIFIED FROM COVERAGE UNDER THIS LIMITED WARRANTY IF YOUR KODA PRODUCT ARRIVES AT KODA'S WAREHOUSE WITH DAMAGE RESULTING FROM SHIPPING.

To make a claim under this Limited Warranty, you must contact us within the Warranty Period, and you will need to provide a valid Proof of Purchase. To begin making a warranty claim, please contact Koda by emailing info@kodabuilt.com, or calling 1-866-294-9244 during Koda's regular business hours (Monday through Friday 8:00 am to 5:00 pm PST).

We may be able to, but are not obligated to, service your Koda Product or resolve your problem remotely through our after-sale customer service. Please contact us by emailing info@kodabuilt.com, or calling 1-866-294-9244 during Koda's regular business hours (Monday through Friday 8:00 am to 5:00 pm PST) so that we can, in our discretion, attempt to diagnose and resolve the problem remotely.

If Koda determines that your identified defect may be covered by this Limited Warranty, Koda will issue you a return material authorization ("RMA"), and you must then return the Koda Product in question to Koda using the instructions provided with such RMA and pre-paid shipping label to be provided by Koda with the RMA. Koda is not liable for Koda Products that are damaged or lost in transit if you fail to follow Koda's shipping instructions. PLEASE SHIP YOUR KODA PRODUCT TO KODA IN ITS THE ORIGINAL PACKAGING. IF YOU NO LONGER POSSESS THE ORIGINAL PACKAGING, YOU MAY SEND BACK THE KODA PRODUCT IN YOUR OWN PACKAGING, PROVIDED IT IS ABLE TO SAFELY SECURE THE KODA PRODUCT IN TRANSIT. HOWEVER, YOU MAY BE DISQUALIFIED FROM COVERAGE UNDER THIS LIMITED WARRANTY IF YOUR KODA PRODUCT ARRIVES AT KODA'S WAREHOUSE WITH DAMAGE RESULTING FROM SHIPPING.

If Koda, in its reasonable discretion, determines that a Koda Product has a defect in materials or workmanship covered by this Limited Warranty, Koda shall (subject to the Unavailable Products section below), at its option, repair or replace the defective Koda Product at no cost to you (other than the cost of shipping outside of the Continental U.S., which shall be your responsibility).

If identical materials are not available at the time of repair or replacement, Koda may, at its option, substitute materials of comparable quality or provide you with a refund of the purchase price for your Koda Product as set forth on your Proof of Purchase (excluding any shipping costs paid by you for your original purchase). Koda will endeavor to provide you with the repair and/or replacement services offered hereunder within a reasonable period of time. Your sole and exclusive remedy for damage or defect covered by this Limited Warranty, and our sole and entire liability is for us to repair the damage or defect, which may require us to replace certain parts, or replace the Koda Product (in each case, as set forth herein). Please note that replacement parts provided by Koda may not be new, but they will be in good working order and at least functionally equivalent to the original Koda Product or part. Replacement parts may come with different serial numbers. If you would not like us to repair your Koda Product and prefer to return it for a refund, please see our return policy below, noting that we only accept returns within sixty (60) days of your receipt of the Koda Product. Repaired Koda Products are warranted as above for the remainder of the Warranty Period that applied to the original Product.

SHOULD YOU HAVE ANY QUESTIONS ABOUT SERVICE RECEIVED OR IF YOU WOULD LIKE ASSISTANCE IN OBTAINING SERVICE, PLEASE CALL TOLL FREE 1-866-294-9244 DURING REGULAR BUSINESS HOURS MONDAY THROUGH FRIDAY 9:00 AM TO 5:00 PM PST OR EMAIL US AT INFO@KODABUILT.COM.

2.4. Unavailable Products

Although Koda will make all reasonable efforts to either repair or replace your Koda Product, in certain circumstances, an exact replacement of your Koda Product may not be available. In such circumstances, Koda may offer you an available similar model to Koda Product that is the subject of your warranty claim (a "Like-Product"). If a Like-Product is unavailable, or you reject such Like-Product, Koda may issue you a Koda gift card for the value of your purchase, or other reasonable amount if it is determined that your Koda Product was not subject to a valid claim under the Limited Warranty. Either the issuance of such Like-Product or gift card amount shall be deemed full satisfaction of your claim under the Limited Warranty.

3. Returns Policy

If you are not satisfied with your Koda Product that was purchased directly from Koda, you may return your Koda Product within the first sixty (60) days following your receipt of the Koda Product for a refund (or refund the applicable gift card amount if a gift card was used for your purchase), subject to the terms and conditions of this return policy.

PLEASE KEEP THE BOX THAT YOUR KODA PRODUCT ARRIVED IN, ALONG WITH ALL ORIGINAL PACKAGING. IF YOU NO LONGER POSSESS THE ORIGINAL PACKAGING, YOU MAY SEND BACK THE KODA PRODUCT IN YOUR OWN PACKAGING, PROVIDED IT IS ABLE TO SAFELY SECURE THE KODA PRODUCT IN TRANSIT. HOWEVER, WE MAY NOT ACCEPT YOUR RETURN, AND YOU MAY BE DISQUALIFIED FROM COVERAGE UNDER THE LIMITED WARRANTY, IF YOUR KODA PRODUCT ARRIVES AT KODA'S WAREHOUSE WITH DAMAGE RESULTING FROM SHIPPING.

Except for returns of Koda Products covered under the Limited Warranty, all other returns must be made within sixty (60) days of your receipt of the Koda Product. To initiate a return, please submit a return request here and we will issue you a RMA number and a pre-paid shipping label. Upon our receipt of the Koda Product at our warehouse, we will inspect the Koda Product and, if eligible, process the return. Please allow at least 10 business days for the refund to be credited to you. Although Koda shall refund your purchase price upon your return of an eligible Koda Product in accordance with these conditions, Koda shall not refund to you any shipping costs that you paid for your original purchase, if any.

We do not permit returns in the following situations:

- If your Koda Product is damaged during shipping to Koda if you did not return the Koda Product in its original box and packaging;
- If you fail to return the Koda Product with all of its original accessories and attachments;
- If you do not include legal Proof of Purchase with your return;
- If the Koda Product is no longer in new or like-new condition, or, if damaged, you do not provide proof that the damage occurred in transit;
- If your Koda Product is damaged or defective and is not covered by the above Limited Warranty; or
- If any product labels, serial numbers, waterproof marks, etc. on the Koda Product show signs of tampering or alteration.

You agree and understand that it is necessary for Koda to collect, process and use your data to perform the services offered hereunder. Koda may contact you to inquire about your satisfaction with our service or to notify you about any Koda Product recalls or safety issues. Please see our Privacy Policy for more information about how we treat your data.

KODA

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