



LIMITED PRODUCT WARRANTY

Limited Warranty

SKYX Platforms Corp. (SKYX), provides the following limited warranty to the original consumer or commercial purchaser (Purchaser) of each SKYX product set forth below (Product). The Product is warranted to be free from defects in materials and workmanship for the period specified for such Product below (Warranty Period), subject to any Product-specific limitations or exceptions set forth below. This warranty is not assignable or transferable to any party.

Product Warranty Periods and Specific Terms

- **SKY Outlet and SKY Plug** – Lifetime warranty from the date of purchase for the Purchaser.
- **SKYX Standard Retrofit Kits for SKY Outlet and SKY Plug** – Fifteen (15) years from the date of purchase.
- **SkyPlug Smart Plug & Play Retrofit Kits for Color Changing Lighting Base** – Five (5) years from the date of purchase.
- **Lighting Fixtures** – One (1) year from the date of purchase for indoor and outdoor catalogued and special-order fixtures, subject to warranty on LED-related components set forth below.
- **LED Integrated Indoor Light Fixtures** – Five (5) years from the date of purchase when purchased by a consumer Purchaser and installed in a single-family residence. Three (3) years from the date of purchase when purchased by a commercial Purchaser.
- **SKYX All-In-One Smart Platform** – Ten (10) years from the date of purchase on electronic parts and components. Any embedded component Product shall carry the relevant warranty term for such Product.

Exclusive Remedy

SKYX, at its sole discretion, will repair or replace, free of charge, during the applicable Warranty Period, any Product or component part (to the extent specified for each Product) that proves defective in material and/or workmanship under normal installation, use and service. If repair or replacement is not practical, SKYX may elect to refund the purchase price in exchange for the return of the product. Any replacement or repaired Product or components will be warranted to the original Purchaser for the remaining portion of the Warranty Period. Replacement parts are subject to availability and may differ from those originally supplied. These are the Purchaser's exclusive remedies.

Warranty Exceptions

This warranty does not cover any Product (a) installed, used or maintained in any manner inconsistent with the warnings and instructions contained in the Product documentation; (b) that has been subject to neglect, accident, abuse, improper wiring, voltage outside of the applicable standard voltage ranges for the Product, failure to follow the applicable care and cleaning instructions, or any other forms of misuse; (c) that appears to have been disassembled or tampered with; (d) not purchased from an authorized retailer; (e) damaged from reasonable wear and tear, acts of God, or improper packaging of Product returned to SKYX; or (f) as otherwise specified for a particular Product.

In addition, this limited warranty does not cover (a) costs for removal and/or installation of the Product for repair; (b) LED light bulbs supplied by, but not manufactured or branded by, SKYX; (c) any other component

parts not manufactured by SKYX and subject to a separate original manufacturer's warranty; and (d) polished brass finishes on the Products.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, SKYX EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT.

Some states/provinces do not allow limitations on how long an implied warranty lasts, so the limitation above may not apply solely to the extent prohibited by applicable law.

Obtaining Service

SKYX recommends using a professional electrician for all installation, removal and repair of its Products.

A warranty claim may be made by returning the Product to the distributor or retailer from whom the Product was purchased with proof of purchase (original sales receipt) and a written claim briefly describing the defect. Purchaser is responsible for all shipping and handling charges on returned items unless otherwise specified. Purchaser bears the risk of loss during shipment.

If the distributor or retailer is not available, you may obtain warranty service by emailing returns@skyplug.com and including the Product model number, proof of purchase (original sales receipt), and a written claim briefly describing the defect.

Limitation of Special, Incidental or Consequential Damages and Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL SKYX BE LIABLE TO THE PURCHASER OF ITS PRODUCT OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO PURCHASER'S POSSESSION OR USE OF THE PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BY BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL SKYX'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT THE PURCHASER PAID FOR SUCH PRODUCT.

Some states/provinces do not allow the exclusion or limitation of special, incidental or consequential damages, so the limitations and exclusions above may not apply solely to the extent prohibited by applicable law.

Additional Rights

This limited warranty gives you specific legal rights. You may also have other rights which vary by applicable state or province.

Effective Date

February 1, 2024