

MANUFACTURER'S LIMITED PRODUCT WARRANTY

This Limited Warranty contains the limited warranties Unirac makes to Buyer with regard to the Products. The Limited Warranties are limited in type, scope and duration and are subject to the terms and conditions contained herein.

DEFINITIONS

As used in this Limited Warranty, the following terms have the meanings given below:

- A. "Buyer" is defined as the entity purchasing Products to be installed at the Site
- B. "Unirac" is defined as (i) for products sold in Canada, Unirac Canada Corp., an Ontario corporation, or (ii) for products sold in all other countries, Unirac, Inc., a New Mexico corporation.
- C. "Products" are defined as all products that are designed and manufactured by Unirac that the Buyer purchases from Unirac.
- D. "Site" is defined as the original installation site.
- E. "Warranty Commencement Date" is defined as the date that installation of Products on Site commences as shown on Buyer's construction records.

WARRANTY

25-Year Limited Warranty. Unirac warrants to Buyer that the components purchased from Unirac shall be free of defects in material and workmanship which substantially impair their ability to perform their intended function for a period of 25 years after the Warranty Commencement Date.

WARRANTY CLAIMS

If, within the Warranty Period set forth above, Buyer asserts that any Product fails to conform to the Limited Warranty, then Buyer shall notify Unirac and give Unirac an opportunity to inspect the Product and contest the Limited Warranty claim. The parties shall work in good faith to resolve any dispute expeditiously. For all acknowledged valid Limited Warranty claims, Unirac shall (a) repair or provide a replacement for the nonconforming Product, or the nonconforming part thereof, or (b) refund the purchase price of the nonconforming Product or non-conforming part, at Unirac's option. Such repair, replacement or refund shall be Buyer's and any transferee's sole remedy under this Limited Warranty and shall fulfill all of Unirac's obligations with respect to this Limited Warranty. Any such repair, replacement or refund does not cause the beginning of new Limited Warranty terms, nor shall the Limited Warranty period or Warranty Commencement Date of this Limited Warranty be extended. Unirac shall bear all costs of shipment or transportation for the repaired or replacement Product. For warranty service claims, please contact Unirac technical support at (505) 242-6411. Any potential claim under this Limited Warranty which Buyer fails to provide written notification to Unirac of within the Warranty Period is considered waived.

WARRANTY LIMITATIONS

- A. This Limited Warranty covers only the Products.
- B. This Limited Warranty is transferrable from the Buyer to the owner of the Site, and from the Site owner to subsequent owners of the Site, so long as the transferee agrees to the terms of the Limited Warranty as if it were the Buyer.
- C. This Limited Warranty does not cover material finish, or other considerations that do not substantially affect structural performance.
- D. This Limited Warranty does not cover damage to the Products (i) that occurs during its shipment, storage, or installation, (ii) that is related to or arising from mis-wiring, short circuits, over voltage, experiments, trials, or tests where Product experiences higher than normal or planned stresses, and similar issues, or (iii) from force majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies, or criminal acts.
- E. This Limited Warranty shall be void if (i) installation of any Product is not performed in accordance with the technical information provided by Unirac, (ii) if any Product has been modified, repaired, or reworked in a manner not previously authorized by Unirac in writing, (iii) any Product is installed in an environment for which it was not designed, (iv) any Product is dismantled, reassembled, or moved from the Site, or (v) any such Product is not installed in accordance with either the original manufacturer's installation guidelines or other instructions as such are provided by Unirac to Buyer or as such are incorporated into instructions furnished by Unirac to Buyer.
- F. Unirac's aggregate liability under this Limited Warranty shall in no event exceed the Buyer's original purchase price of the Product.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, UNIRAC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

UNIRAC SHALL NOT BE LIABLE UNDER THIS LIMITED WARRANTY FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS, OR CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF THE SALE, USE OR INABILITY TO USE THE PRODUCT, OR ANY REPRESENTATION OR WARRANTY, EVEN IF DUE TO THE NEGLIGENCE OF UNIRAC. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY ALLEGED BREACH OF WARRANTY, ANY ALLEGED FAILURE OR DEFECT IN THE STRUCTURE, DESIGN, OR WORKMANSHIP OF THE PRODUCTS, ANY ALLEGED DEVIATION FROM THE TECHNICAL INFORMATION PROVIDED BY UNIRAC, OR FOR ANY OTHER SIMILAR CLAIMS.

EFFECTIVE DATE: SEPTEMBER 1, 2017