

**1. What is Covered.** This Limited Warranty and Limitation of Liability (“Limited Warranty”) is provided to the end user of the original installation (“User”) for items, goods, parts, components, or services (collectively the “Products”) purchased from L70 Technologies, LLC (“L70”) or an authorized distributor or re-seller. L70 supplied Products will be free of defects in material and workmanship for a period of one (1) year from the date of original shipment (the “Warranty Period”), subject to all of the terms and conditions herein. This shall be the sole and exclusive Limited Warranty given the User or anyone claiming under the User, and L70 shall not be bound by any terms, conditions, or representations which are not stated herein including, but not limited to, any representations made by distributors or re-sellers. This Limited Warranty only applies to L70 products purchased in new condition in L70 supplied packaging.

**2. What is Not Covered Under This Warranty.** THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. L70 DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE L70’S SOLE LIABILITY AND USER’S EXCLUSIVE REMEDY FOR FAILURE OF L70 TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

THE REMEDIES OF THE USER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND ARE USER’S SOLE REMEDIES FOR ANY FAILURE OF L70 TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL L70 BE LIABLE IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS TO WHICH THIS WARRANTY RELATES, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE USER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF USER HAS BEEN ADVISED OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF L70 ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO L70 DURING THE PREVIOUS TWELVE (12) MONTHS.

L70 is not responsible for the labor costs, travel costs, living expenses, inspections, or other expenses associated with Product removal or installation, including, without limitation, shipping costs incurred to return defective or nonconforming Products or any damages that may occur during the return of Products to L70.

This Limited Warranty also excludes any damage caused by:

- a. abuse, misuse, mishandling, improper installation, storage or maintenance;
- b. fire or acts of God, government emergencies, vandalism, or civil disturbances;
- c. structural overloading, power surges, lightning strikes, improper power supply, electrical current fluctuations, or corrosive environment installations;
- d. alteration, failure to follow installation, operating, maintenance or environmental instructions prescribed by L70 or applicable electrical codes;
- e. any fatigue or failure or similar damage resulting from site induced vibration, harmonic oscillation, or resonance associated by movement of air currents around the product or by virtue of natural conditions which do not relate to the Products supplied by L70, or
- f. improper service of the Product performed by someone other than User or its authorized service provider.

- 3. Duration of Limited Warranty.** The duration of the Limited Warranty begins on the date of shipment of the Products to the User, or at such location as is directed by User, and expires as follows:
- This Limited Warranty covers only those Products that are manufactured by L70, excluding custom Product orders, and does not extend to third-party products and components, regardless of whether they are expressly identified as such.
  - Repaired and/or replacement Products are warranted for the remainder of the failed Product's original Warranty Period.
  - This Limited Warranty is void if customer is in default on any portion of its payment obligations to L70 or to a L70 distributor/re-seller.
- 4. Expansion of Limited Warranty.** This Limited Warranty will survive and supersede any other documents of the User or others purporting to enlarge or expand the Limited Warranty provided herein by L70 unless the same be acknowledged and agreed to by an authorized representative of L70 in writing. Any assistance L70 provides to the User outside of the terms and exclusions of these warranties will not constitute a waiver of the warranty terms and exclusions, nor will such assistance revive or extend the warranty.
- 5. Determination of Defect.** User shall notify L70 in writing within ten (10) days of noticing the defect. The determination of whether the Product is defective shall be made by L70 in its sole discretion with consideration given to the overall performance of the Product. L70 may require the User to return the defective Product to L70 at the User's cost. In the event L70 determines, in the exercise of its sole discretion, that L70 Products furnished by it are defective as to material or workmanship, the sole remedy of the User shall be, at the option of L70:
- Repair of the Products furnished.
  - Replacement of the Products furnished.
  - Return of the purchase price with L70 reserving the option of salvage as to any remaining value of the Products which have been furnished by L70.
- L70 reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured Products in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by L70 in its sole discretion, and the duration of the Limited Warranty is limited to the remainder of the original applicable Limited Warranty.
- 6. Obligations of User.** A condition of any obligation for the above Limited Warranty shall be that the User or anyone claiming under the User observes all of the following:
- Terms and Conditions which can be found on the L70 website: <https://L70Technologies.com>
  - Installation and Maintenance Guide which can be found on the L70 website at: <https://L70Technologies.com>
- 7. Severability.** If any term or provision of this Limited Warranty, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Limited Warranty, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.
- 8. Choice of Law and Forum Selection.** This Limited Warranty shall be governed by, construed and interpreted according to the substantive law (and not law of conflicts) of the State of Minnesota in the United States of America, the state in which this Limited Warranty is deemed to have been delivered. Minnesota law shall govern this Limited Warranty in all respects as to its validity, interpretation, construction and enforcement, and all aspects of the relationship between the parties hereto. Any disputes arising under or in connection with this Limited Warranty shall be litigated, if at all, solely in a court of general jurisdiction located in Hennepin County, Minnesota or the federal court located in Hennepin County, Minnesota and jurisdiction is hereby conferred upon such courts. In connection therewith, each party hereby agrees to submit to the jurisdiction of such courts and to waive any possible defense of forum non conveniens and/or lack of personal jurisdiction before such court. THE UNITED NATION'S CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT GOVERN THIS CONTRACT.