

## Warranty - Americas

Buyer agrees, when placing orders for and accepting the products listed below (each, the "Product"), to comply with the Traxon General Sales Terms and Conditions and the following terms and conditions of this Warranty Statement.

- a. Upon delivery, the Buyer shall conduct an incoming inspection as to the quantity and quality of the Product. If no objection to the quantity or apparent defect in quality is raised within fourteen (14) days after delivery, the Product shall be deemed to be in full compliance with specifications and quality standards, and to have been accepted by the Buyer.
- b. The Product is warranted to perform in accordance with Traxon's quality standards and published specifications during the warranty claim period (the "Claim Period"), as set forth below. The Claim Period for Standard Product, defined hereafter, is (i) five (5) years from the original delivery date or invoice date, whichever is earlier, or if such date is unknown, from the date of manufacture; or (ii) for such other period as set forth in the attached Annex, or if not in the Annex, in Traxon's published catalogue or website. Standard Product is product included in the product list in the attached Annex, or if not in the Annex, in Traxon's published catalogue or website. If a non-standard Product of Traxon is deemed to be defective, Buyer must raise a claim within the period agreed to by Traxon and Buyer and specified in the applicable order confirmations or corresponding invoices.
- c. Traxon reserves the right to (i) examine all Product to determine the cause of failure and patterns of usage and (ii) be the sole judge as to whether a Product is defective and covered under this Warranty Statement. Upon confirmation by Traxon that a defect exists, Traxon shall repair the Product and/or replace the Product with the same or similar product. This warranty does not include labor (e.g. removal, installation and/or transportation of Product and/or insurance thereon) of the Product. For replaced or repaired Products, the Claim Period shall start from the original delivery date or invoice date, whichever is earlier, or if such date is unknown, from the date of manufacture.
- d. For the avoidance of doubt, the warranty does not extend to:
  - (i) improper use or application of Product for purposes not in compliance with installation guidelines, user manuals, guidance, instructions, specifications or the like issued by Traxon;
  - (ii) damage to Product caused by installation not authorized by Traxon;
  - (iii) damage to Product caused by Buyer or a third party outside of the control of Traxon; or
  - (iv) damage to Product caused by use of Product in combination with other components or products not supplied by Traxon;
  - (v) Product where the original identification or marking information has been altered or removed; or
  - (vi) failure or defects caused by fire, fluctuations of electric voltage or current, or any natural disasters, force majeure, or temperatures beyond the scope provided in specifications or other instructions or guidelines.
- e. Return of defective Product for repair and replacement shall follow procedures set forth in Traxon's Return Policy.

- f. Except as expressly provided for herein, no other warranty, whether express or implied, including the warranties of merchantability and of fitness for a particular purpose, is given by Traxon and all such warranties are hereby excluded to the extent possible. The warranties stipulated herein shall be the sole remedy of the Buyer and the sole liability of Traxon for the Product. IN NO EVENT SHALL TRAXON BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. some states OR JURISDICTIONS do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply. IN NO EVENT SHALL TRAXON'S TOTAL LIABILITY FOR ANY REASON ARISING HEREUNDER EXCEED THE PURCHASE PRICE PAID BY BUYER FOR PRODUCT.
- g. Traxon reserves the right to change or amend this Warranty Statement from time to time without further notice to Buyer.