

## AIRR Engineering Manufactured Products: Warranty and Limitation of Liability

Limited Warranty: AIRR Engineering, LLC warrants to the end user (“Customer”) that products manufactured by AIRR Engineering, LLC, will be free from defects in workmanship and materials, under normal use and service, for one year from the date of purchase from AIRR Engineering, LLC. AIRR Engineering, LLC's sole obligation under this express warranty shall be, at AIRR Engineering, LLC's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, AIRR Engineering, LLC may, in its sole discretion, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of AIRR Engineering, LLC. Replacement products or parts may be new or reconditioned. AIRR Engineering, LLC warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

Products returned to AIRR Engineering, LLC must be sent prepaid and packaged appropriately for safe shipment. Responsibility for loss or damage does not transfer to AIRR Engineering, LLC until the returned item is received by AIRR Engineering, LLC. The repaired or replaced item will be shipped to Customer, at AIRR Engineering, LLC's expense and AIRR Engineering, LLC will retain risk of loss or damage until the item is delivered to Customer.

Exclusions: AIRR Engineering, LLC will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow AIRR Engineering, LLC's operation or maintenance instructions.
- Unauthorized product modification or alteration.
- Abuse, misuse, negligent acts, or omissions of Customer and persons under Customer's control or
- Acts of third parties, acts of God, accident, fire, lightning, or other hazards.
- Normal wear or depletion such as seals, batteries, contact surfaces, etc.

Warranty Exclusive: If an AIRR Engineering, LLC product does not operate as warranted above, customer's sole remedy for breach of that warranty shall be repair, replacement or refund of the purchase price paid, at AIRR Engineering, LLC's option. To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed. AIRR Engineering, LLC neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale, installation, maintenance or use of its products.

Limitation of Liability: To the full extent allowed by law, AIRR Engineering, LLC excludes for itself and its suppliers any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special or punitive damages of any kind or for loss of revenue or profits, loss of business, loss of use, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure or interruption of its products, even if AIRR Engineering, LLC has been advised of the possibility of such damages, and limits its liability to repair, replacement or refund of the purchase price paid, at AIRR Engineering, LLC's option. This disclaimer of liability for damages will not be affected if any remedy provided herein shall fail of its essential purpose.

Disclaimer: Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights, which may vary depending on local law.

Governing Law: This Limited Warranty and Limitation of Liability shall be governed by the laws of the State of Texas, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty and Limitation of Liability.