

LIFETIME WARRANTY

Parevac, Inc., a Delaware corporation with registered office located at 251 Little Falls Drive, Wilmington, Delaware 19808 (“SELLER”), warrants that the equipment and equipment parts manufactured by Seller (the “Product”) and sold or provided to the first end user (“BUYER”) are produced according to usual practices, customs, standards, specifications and tolerances of trade prevailing in the country of origin at the time of production and shall, subject to the limitations and exclusions set forth below, be free from manufacturing defects in design, material, and workmanship.

1. REGISTRATION REQUIREMENT

(A) This Lifetime Warranty becomes effective only if BUYER completes a Warranty Registration form online, made available on SELLER’s website at the following link: <https://www.haloevacuation.com/lifetimepromise>, according to the procedure set forth in Section 3 herein.

(B) By completing the Warranty Registration form online, as provided above, BUYER admits to have fully read and understood the SELLER’s instructions, provided to BUYER at time of purchase, and to have complied with all the instructions mentioned in that document.

2. INSTALLATION, PAYMENT AND MAINTENANCE REQUIREMENTS

This Lifetime Warranty applies only if:

- (1) The Product is used properly and is operated in accordance with the SELLER’s instruction as furnished to BUYER at the time of purchase;
- (2) The person completing and submitting the Warranty Registration form is the first end user of the Product; and
- (3) BUYER complies with all other sections of this Lifetime Warranty.

3. PROCEDURE FOR OBTAINING WARRANTY SERVICE

The procedure described in this Section 3 shall hereinafter be referred to as the “Warranty Claim Procedures.” For the Lifetime Warranty to apply, BUYER must complete a Warranty Registration form online, made available on SELLER’s website, including the Product name, the Product serial number and the date of purchase, within the Warranty Period (defined in Section 5) and within thirty (30) calendar days of the date BUYER discovered the alleged defect. Notwithstanding the foregoing, in the event that SELLER determines, in its sole discretion, that BUYER reasonably should have discovered the alleged defect before its actual discovery, this Lifetime Warranty shall not apply.

In order to determine whether the Lifetime Warranty should apply, BUYER shall provide any information to SELLER, including photographs where applicable, via telephone, email or any other appropriate means

of communication. In the event the defect is covered by the Lifetime Warranty, SELLER may, at its sole option, require that the defective Product be shipped to the address provided by SELLER with mailing or shipping charges prepaid. BUYER shall pay all expenses associated with returning the Product to SELLER, including, without limitation, the costs of shipment, import taxes, duties and tariffs if applicable. If SELLER determines that the returned Product is covered by the Lifetime Warranty, SELLER agrees to pay all of the foregoing and all expenses of returning repaired or replaced Product to BUYER.

SELLER reserves the right for BUYER to return parts or products at BUYER'S cost in order for a warranty claim evaluation. For any claims processed that are found not to be a manufacturing defect, SELLER will be entitled to charge BUYER in full for the repair/maintenance or replacement of the Product.

4. WARRANTY SERVICES PROVIDED

If the Product is proved to SELLER's satisfaction to be defective, within the Warranty Period (defined in Section 5), SELLER's obligations under this Lifetime Warranty shall be limited to either repairing the Product, replacing the Product, or refunding the purchase price of the Product at SELLER's sole discretion, and only if such defect was caused solely by defective design, workmanship and/or materials. Such repair, replacement or refund shall be SELLER's sole obligation and BUYER's exclusive remedy hereunder, and shall be conditioned upon BUYER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

5. WARRANTY PERIOD

This Lifetime Warranty of the Product applies for the lifetime of the Product for the time that it is with the first end user (the "Warranty Period"). No action by SELLER or BUYER shall operate to extend or revive this Lifetime Warranty without the prior written consent of SELLER, or to extend such Lifetime Warranty to any third-party that appears to be in possession of the Product, and/or using it, after the Product was sold or donated to the first end user.

6. EXCLUSIONS FROM WARRANTY

The following is not included under this Lifetime Warranty:

- (1) Scratches, dents, marks or other visible surface wear on the Product, unless SELLER is notified as soon as the Product is received by the BUYER;
- (2) Normal wear and tear from everyday use;
- (3) Wear parts, including but not limited to ski traction belt, ski roller, gas strut, gas strut clip, handle spring clip, front wheel, rear castor;
- (4) Misuse or abuse by the BUYER;
- (5) Physical damage to the Product as a result of tampering, mishandling, neglect, modification or repair without the approval of SELLER, unreasonable use and/or negligence of the BUYER whether foreseeable by SELLER or not;

- (6) Items, equipment, goods, products, components, fittings, and parts not sold by SELLER;
- (7) Damage to Product caused by a third-party installer during installation
- (8) Deterioration resulting from age, storage, weathering, lack of use, or overuse;
- (9) Continued Product use after an alleged defect is discovered or should reasonably have been discovered; and
- (10) Damage to Product caused by fire, storm or other acts of God.

SELLER expressly reserves the right to inspect the Product and its components, parts, fittings, and BUYER's installation, use, maintenance, and any other activity or inactivity of the BUYER, when determining whether an alleged Product defect is covered by the Lifetime Warranty.

7. LIMITATIONS ON WARRANTY; DISCLAIMER OF WARRANTIES

This Lifetime Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on SELLER's behalf.

Lifetime Warranty claims expressly exclude:

- a) Expendable parts which are covered for a period of two (2) years. Expendable parts are those parts which are routinely replaced during inspection, repair or maintenance; and
- b) The 24v Lithium-Ion batteries which are covered for a period of one (1) year.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF WARRANTY OR CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If BUYER has a claim under this Lifetime Warranty or under any implied warranties provided to BUYER by state law, BUYER may not file a court action based on that claim any later than one (1) year after BUYER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

8. SELLER'S LIMITATION OF LIABILITY

SELLER's liability with respect to the Product sold to BUYER shall be limited to the warranty provided herein. **SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.**

Without limiting the foregoing, **SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. THE SELLER'S TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT SHALL BE LIMITED TO THE VALUE OF THE PRODUCT SOLD TO BUYER.**

The SELLER's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, arising in connection with the performance or contemplated performance of the contract between SELLER and BUYER shall be limited to the price paid for the Product.

9. GOVERNING LAW; JURISDICTION

This Lifetime Warranty is governed by the laws of the State of Delaware in the United States, without reference to conflict of laws principles. In the event of a dispute arising from or relating to this Lifetime Warranty, which is not resolved by negotiation between the parties, the parties hereby agree to personal exclusive jurisdiction in the state and federal courts located in Delaware.

10. MISCELLANEOUS

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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