

## lpLOCKS, LLC – Warranty Policy

1. **AGREEMENT:** This agreement and the Exhibits hereto is the complete and exclusive statement of the parties' contract and supersedes any prior or contemporaneous proposal, representation, negotiation or other communication, including any provision in requests for proposals, quotations, bids, purchase orders and similar documents. This Agreement may not be varied or modified in any manner, except by a subsequent writing executed by an authorized representative of lpLOCKS, LLC.
2. **Limited Warranty:** lpLOCKS, LLC warrants for a period of one (1) year from the date of purchase, that lpLOCKS, LLC products shall be free from material defects in workmanship and material and shall conform to applicable lpLOCKS, LLC specifications.

If purchaser gives lpLOCKS, LLC written notice during the warranty period that the products or any component thereof fails to comply in any material respect with the applicable warranty, lpLOCKS, LLC shall make, or cause to be made, in the manner specified herein, all necessary repairs, corrections and/or replacements necessary to make the products comply with the warranty given hereunder. lpLOCKS, LLC shall not be obligated to perform any services or repairs on the safe, vault, ATM, locker or security container. Purchaser shall be responsible for the removal and reinstallation of all parts or components returned to lpLOCKS, LLC for service.

The warranties contained herein shall not apply to any repairs, corrections, or replacements caused by; (i) physical abuse of the product or any component or acts of vandalism by any persons other than lpLOCKS, LLC, its employees, agents, or subcontractors; (ii) unless consented to by lpLOCKS, LLC, alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than lpLOCKS, LLC, its employees, agents, or subcontractors, in such a way that the alterations, modifications, or repairs have adversely affected the reliability or performance of the product or any component; (iii) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the negligence of lpLOCKS, LLC or its employees, agents, or subcontractors; or (iv) damage to any component as a result of improper shipment of such component by Purchaser or its employees or agents.

3. **Warranty Disclaimer:** THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.
4. **Remedy:** Purchaser agrees that its sole and exclusive remedy against lpLOCKS, LLC shall be limited to the repair and replacement of defective parts of the product, provided lpLOCKS, LLC is promptly notified in writing of any defect. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as lpLOCKS, LLC is willing and able to repair or replace the defective parts and, in any event, lpLOCKS, LLC liability for any damages due Purchaser shall be limited to the purchase price of the product. THIS PARAGRAPH STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.
5. **Limitations on Actions and Liability:** The statute of limitations applicable to all claims arising under this Agreement or otherwise shall be one (1) year from the date the claim accrues. lpLOCKS, LLC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN DELIVERY OR INSTALLATION OF THE PRODUCT OR FOR ANY FAILURE TO PERFORM, WHICH IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. THE MAXIMUM LIABILITY, IF ANY, OF LPLOCKS, LLC FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM lpLOCKS, LLC'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE GOODS, OR ANY SERVICES IN CONNECTION WITH THE GOODS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL LPLOCKS, LLC BE LIABLE TO PURCHASE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.