

## **ALLIANCE™ WARRANTY**

### **ALLIANCE™ Light Pole Manufacturer's Warranty**

GEOTEK warrants that ALLIANCE™ light poles and light pole components including supplied hardware (the Products) are free from defects in material and workmanship and are suitable to perform the function for which they are intended for two years from the date of purchase. This warranty may be extended to a total of 5 years from date of purchase if so noted on the product technical drawing and the customer invoice. Our liability shall be limited to the replacement of any Product which may prove defective when used in compliance with the design criteria, technical specifications, and product instructions; as well as all applicable federal, state, and local laws, including without limitation building codes. This warranty does not extend to Products failure occasioned by collision, fire, wind, ice, earthquake, or other forces, or a combination of forces which produce stress upon product in excess of GEOTEK's relevant design specification. Replacement of products will be made F.O.B. our factory. We reserve the right to inspect conditions of usage and field application of Product and request further information to complete our investigation to determine validity of any warranty claim. All warranty claims must be submitted in writing to GEOTEK within 30 days of defect discovery, accompanied by photographs and a detailed description of the defect, and GEOTEK reserves the right to inspect the Product at its installed location within 60 days of notice before any remedy is provided. The sole and exclusive remedy for any breach of this warranty will be the repair or replacement of the defective Product as described herein, at GEOTEK's discretion. No other remedies, whether under contract, tort, or applicable law, shall be available to the purchaser or end user. We reserve the right to substitute another product of like or better quality as a replacement at GEOTEK's sole discretion.

This warranty will be void if any unauthorized alterations or modifications of any Product part or component has been made by owner or by any third party and/or if the installation, usage, or maintenance of the Product was, at the time of failure or prior to that time different from normal installation, usage or maintenance as specified by or relevant technical data included in application guides.

EXCEPT FOR THE FOREGOING WARRANTIES, GEOTEK HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OR INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2- 312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR ANY OTHER COMPARABLE STATE STATUTE. THE LIABILITY OF GEOTEK, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT SHALL NOT BE GREATER THAN THE REPLACEMENT COST AS DESCRIBED ABOVE, OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL GEOTEK BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF LOSS OF PRESENT OR PROSPECTIVE PROFITS, OR ANY REASON WHATSOEVER.