

HINGELOCK'S STANDARD LIMITED WARRANTY

HingeLock warrants that each Product will be free from material defects and will perform in accordance with the Specifications (as defined in the Agreement) applicable to such Product for the one (1) year period commencing on the date such Product is delivered to the Customer (the "Warranty Period"). This limited warranty does not apply to: (i) normal wear and tear and cosmetic damage that does not materially impact the performance of the Product; (ii) any Product that is not properly installed in accordance with the applicable installation instructions in the Specifications; (iii) is used for any purpose other than the purpose(s) set forth in the Specifications for such Product; (iv) is not maintained in strict conformance with the maintenance instructions set forth in the Specifications applicable to such Product; (v) was custom manufactured for the Customer based on any specifications or designs provided by the Customer; (vi) was modified, altered or damaged in any manner by any Customer Party or any third party; (vii) was lost, stolen or damaged in any way after delivery to the Customer; (viii) any performance failure or damage in any way related to, or arising from, any door, hinge, or doorframe failure; or (ix) any performance failure or damage due to a Force Majeure.

Customer's coverage under HingeLock's Standard Limited Warranty shall expire upon the earlier of (a) the end of the applicable Warranty Period for such Products, or (b) the delivery of replacement units by HingeLock equal in quantity to the original number of units of such Product purchased under the applicable Order.

In order for any warranty claim by Customer to be considered by HingeLock, it must be sufficiently documented by Customer, in writing, and timely delivered to HingeLock during the applicable Warranty Period for such Product and must meet all other criteria included in HingeLock's Standard Limited Warranty. Customer's sole and exclusive remedy for any such breach of warranty shall be limited, at HingeLock's sole option, to either: (a) replacement of the Product(s) giving rise to the warranty claim at the delivery point; or (b) refunding the price paid by Customer for the specific Product(s) giving rise to the warranty claim.

HingeLock's obligations under HingeLock's Standard Limited Warranty are expressly conditioned upon Customer's return of all broken, defective or non-conforming Products to HingeLock, at Customer's sole cost, within ten (10) days of delivery of its warranty claim, with all such broken, defective or non-conforming Products returned to HingeLock being in substantially complete form, including all internal components. Customer's failure to return the broken, defective or non-conforming Products as set forth above in this paragraph shall render HingeLock's warranty obligations hereunder null and void, and HingeLock shall have no further obligation or liability to Customer related to such Products.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PUPOSE. FURTHER, NO REPRESENTATION AND NO OTHER AFFIRMATION OF FACT WHICH IS NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, WILL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY HINGELOCK FOR ANY PURPOSE WHATSOEVER OR GIVE RISE TO ANY LIABILITY OF HINGELOCK WHATSOEVER.