

## **FRACSUN LIMITED DEVICE WARRANTY POLICY**

This warranty applies to Fracsun's hardware referred to as ARES or Device(s) in its Terms of Service at no additional cost. The warranty period commences on the date of receipt of each Device. No other warranty is provided herein for any other service or product.

### **Warranty Conditions**

For hardware only purchases, a one year warranty will be included as part of the purchase agreement.

For full-service subscription purchases, the warranty will be extended through the remainder of the month since the latest payment. If a device is determined to be defective during the warranty period, Fracsun will refund the subscription fees on a pro-rated basis.

If a Device is determined to be defective during the warranty period, Fracsun will perform one of the following services as selected by Fracsun:

1. Exchange the defective Device with either a new or like-new Device that is functionally equivalent to the Device being replaced; or
2. Repair the defective Device at Fracsun's facility

In the case of an exchange, the remainder of the eligible warranty period will be transferred to the replacement Device or ninety (90) days, whichever is longer.

If the warranty applies, you are responsible for the return of the defective Device(s). Fracsun will pay for the shipping costs of the defective Device(s) and replacement Device(s). Fracsun will also pay for any labor costs needed to repair or replace the Device. If expedited shipping is requested, the shipping costs will be billed to you.

### **Exclusion of Liability**

The Fracsun limited Device warranty does not cover failures or damages that occur due to:

- Transport damage
- Incorrect installation or commissioning
- Failure to observe the Documentation
- Modifications, changes, or attempted repairs unless specifically discussed with Fracsun
- Incorrect use or inappropriate operation
- Failure to observe the applicable safety regulations
- Force majeure (e.g. lightning, overvoltage, storm, fire)
- Cosmetic defects which do not directly influence energy production, or degrade form, fit, function

Additional claims due to direct or indirect damage, especially compensation claims for damages due to loss of profits, or revenue, or incurred costs arising from disassembly and mounting, are expressly excluded.

### **Replacement Procedure and Conditions**

Unresolved or pending financial issues between you and Fracsun at the time of technical problems or failure in the Device(s) must be resolved before material exchange can occur.

You must repack the defective Device(s) in the same shipping box used to ship the replacement. Fracsun will not reimburse shipping costs if Fracsun provides a return shipping label and the Fracsun-provided return shipping label is not used.