

Limited Warranty

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

US RACK DISTRIBUTORS PRODUCTS COVERED:

UCoustic series of Quiet-Racks
AcoustiRack Active series of Quiet-Racks
AcoustiQuiet series of Quiet-Racks

Terms of Warranty:

As provided herein, the US Rack Distributors products are warranted to be free of defects in material and workmanship and to conform to the descriptions contained in US Rack Distributors final invoices, orders, proposals (as modified) and other US Rack Distributors descriptive documents (“Descriptions”). for a period of one year from the date of product purchase from US Rack Distributors, not to exceed fifteen (15) months from the date of product manufacture. The date of purchase will be determined only from the US Rack Distributors sales order acknowledgment. If any part or portion of the US Rack Distributors products fails to conform to the Warranty within the Warranty period, US Rack Distributors, at its option, through the manufacturer, will furnish new or factory remanufactured products for repair or replacement of that portion or part.

Within ninety (90) days after User’s discovery of a defect, User shall contact US Rack Distributors at 469-429-5350 to institute a warranty claim. Subject to the limitations specified herein, a manufacturer’s customer service representative will repair or replace the non-conforming product warranted hereunder, without charge for materials. User will not be charged for labor if performed within ninety (90) days of product purchase. In all other instances, User will be charged for labor performed at US Rack Distributors’ then current rates. US Rack Distributors shall assume shipping costs for replacement products and return of the defective product to US Rack Distributors. Warranty coverage will be extended only after US Rack Distributors inspection discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty.

Warranty Exclusive to First Purchaser

This Warranty is extended to the first person, firm, association or corporation for whom the US Rack Distributors product specified herein is originally sold for use in the United States or Canada (the “User”). This Warranty is not transferable or assignable without the prior written permission of US Rack Distributors. However, US Rack Distributors assigns to User any warranties which are made by manufacturers and suppliers of components of the US Rack Distributors products. US Rack Distributors makes NO REPRESENTATIONS as to the

effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-US Rack Distributors designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to US Rack Distributors' recommendations or specifications, or in any event if the manufacturer's serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be specifically provided for herein, does NOT include labor or shipping costs arising from the repair or replacement of the US Rack Distributors product, or any part thereof, or charges to remove same from any premises of User. THIS WARRANTY IS VOID if User alters the product in any way.

Limitations:

- THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE US RACK DISTRIBUTORS PRODUCT AS SET FORTH HEREIN. NO REFUNDS ARE GIVEN UNDER ANY CIRCUMSTANCES.
- IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, US RACK DISTRIBUTORS' RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED ONE TIMES THE NET PRODUCT PURCHASE PRICE.
- IN NO EVENT SHALL US RACK DISTRIBUTORS ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

- NO SALESPERSON, EMPLOYEE OR AGENT OF US RACK DISTRIBUTORS IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a US Rack Distributors officer.
- This Warranty is effective as of the date of US Rack Distributors receipt of full payment and supersedes all previous warranties. US Rack Distributors reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.
- In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.
- User shall complete the attached User Information Card and forward it to US Rack Distributors within thirty (30) days of receipt of the US Rack Distributors product.
- This Warranty is given in and performance hereunder is to be construed under the laws of the State of Texas.
- This Warranty represents the entire agreement between US Rack Distributors and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.