

# SPARE PARTS LIMITED WARRANTY

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Subject to the following conditions, HDT Expeditionary Systems, Inc. ("HDT") warrants that all spare parts manufactured and sold by HDT ("HDT Spare Parts") shall be free from defects in material and workmanship from the date of shipment for twelve (12) months (the "HDT Warranty"). HDT's obligation under the Warranty is specifically limited to repair or replacement of the HDT Spare Parts, at HDT's option. Replacement of HDT Spare Parts that are defective are warranted for the remainder of the original twelve (12) month period.

For spare parts manufactured by a third-party manufacturer and sold by HDT (the "Manufacturer's Spare Parts"), the customer shall receive the benefit of the manufacturer's warranty ("Manufacturer's Warranty"). Replacement of Manufacturer's Spare Parts that are defective are warranted as provide for under the Manufacturer's Warranty.

HDT Spare Parts and Manufacturer's Spare Parts may be referred to collectively in this Limited Warranty as the "Spare Parts".

**Warranty Extension.** At the time of sale, the customer will have the option to extend the period covered by the Limited Warranty by purchasing a warranty extension at a price to be determined at HDT's discretion. Any such warranty extension shall only extend the time period covered by the Limited Warranty, it shall not otherwise change the terms or limitations of this Limited Warranty in any way. Any such warranty extension that is purchased by customer will be evidenced by a letter or invoice from HDT to the customer detailing the extended period of the HDT Warranty, which will be incorporated into this Limited Warranty by reference.

**International Sales.** Restrictions may apply for international sales. Where the HDT and the customer have entered into a signed contract that contains a negotiated warranty provision that differs from this Limited Warranty, the negotiated warranty provision shall take precedence.

The repair or replacement of any Spare Parts by HDT shall be performed at the location specified by HDT. Products originally exported under an Export Administration Regulations (EAR) or International Traffic In Arms Regulations (ITAR) license require coordination with HDT for replacement or return for repair.

**Timing of Notice of Claim.** HDT's obligations hereunder are expressly conditioned upon HDT's receipt of written notice of Buyer's claim within thirty (30) days of the occurrence of the claim. HDT Spare Parts that are repaired or replaced by HDT, for any reason, shall only be warranted for the unexpired portion of their original warranty period. Manufacturer's Spare Parts that are repaired or replaced shall be warranted as provided for in the Manufacturer's Warranty.

**Exceptions to Limited Warranty.** HDT shall have no obligation to the customer hereunder if the Spare Parts sold by HDT are damaged or destroyed as a result of: (1) Improper installation by the customer; (2) Damage during shipment; (3) Improper storage by the customer; (4) Improper maintenance by the customer; (5) Alteration of the Spare Part by the customer; (6) Failure of equipment or products not supplied by HDT which cause damage to the Spare Part; (7) Failure or damage due to misuse, neglect, accident, stress, or operation under abnormal circumstances by the customer; (8) The Spare Product is used beyond its specified service life; or (9) Force majeure or other "Act of God" factors.

The cost of transportation is included in this Limited Warranty.

The HDT Warranty and the Manufacturer's Warranty do not include costs for removal or re-installation of equipment, or labor for repairs or replacement made in the field. Spare Parts under either HDT's Warranty or the Manufacturer's Warranty shall be returned to HDT with transportation charges prepaid by customer and which HDT's examination shall disclose to its sole satisfaction to have been defective.

EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, NOR ANY AFFIRMATION OF FACT OR PROMISE IS MADE BY HDT WITH RESPECT TO THE PRODUCTS WHICH ARE THE SUBJECT OF THE WARRANTY. HDT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS FOR ANY BREACH OF WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES, THEREFORE, THESE LIMITATIONS MAY NOT APPLY.

# Document Approval

	Date	Name	Title	PDM Signature
Edited by	12-15-2020	Rita Thomas	SVP and General Counsel	
Reviewed by	12-15-2020	Rita Thomas	SVP and General Counsel	
Approved by	12-15-2020	Greg Miller	SVP of Mktg & Strategy	