

Lake Shore Electric Standard Limited Warranty Policy

SCOPE: This limited warranty ("Warranty") covers all Lake Shore Electric ("LSE") equipment and component parts of its own manufacture (collectively "Products"). Warranty must be claimed by Buyer, first user (if Buyer purchased exclusively for resale), or another party required coverage by law (collectively "Covered Entity"). LSE will—subject to Warranty limitations—repair, replace, or refund Products, at its sole discretion, as the exclusive remedy for LSE's Warranty. LSE warrants Products of its manufacture against functionality impairing defects in materials and workmanship under intended installation, use, and service for one (1) year from the date of installation or start-up, or for eighteen (18) months after the date of shipment from LSE, whichever occurs first. Warranty coverage for parts of LSE's manufacture repaired or replaced per Warranty is extended for ninety (90) days or for the remainder of the original Warranty period applicable to the Products being repaired or replaced, whichever is greater. This extension is exclusive to the repaired or replaced part only and does not extend coverage for the original equipment or any other component. Warranty does not cover claims outside the listed coverage period. Any variance in Warranty requires written approval by an individual expressly given the related authority by an Officer of LSE ("Authorized Representative").

Warranty does not extend to products or components (including when incorporated into a larger design) not of LSE's manufacture. However, to the extent possible, LSE will assign to Covered Entity rights under the original equipment manufacturer's ("OEM") warranty, without recourse to LSE. If a warranty recall is issued by or known to LSE, LSE will pass such information to Buyer. Should a claim arise on a product or component not of LSE's manufacture, that claim (warranty or otherwise) shall be brought against the OEM directly, LSE will provide reasonable assistance with such warranty claims.

LSE shall not be liable by warranty or otherwise for improper storage of Products by Buyer including damage due to storage environment. LSE shall have no liability for any loss or damage to goods in transit. A warranty claim will be invalid unless any Products returned for repair are received intact and undamaged by the shipment.

USAGE AND REPAIR: Products must be installed, used, repaired, and maintained in accordance with LSE manuals (or industry standards in their absence) and LSE's instructions. LSE assumes no responsibility or liability under Warranty or otherwise if unauthorized alterations, adjustments, modifications to the design or system, and/or non-OEM replacement parts are incorporated unless approved by an Authorized Representative of LSE. While repairs and adjustments may be made by personnel without authorization from LSE, such actions may void Warranty if the changes undermine the integrity of the system. Guarantees of performance and warranties are based on the use of OEM replacement parts in the proper configuration. Warranty is void if use is continued after damage was discovered or should have been discovered.

LSE does not represent, warrant, or guarantee, either through Warranty or otherwise, that Products are suitable for use and free from errors when operated independently or as part of a larger system with equipment and components not supplied by LSE.

CLAIM PROCESS: Covered Entity must give LSE notice in writing (via email or certified mail to the destinations in this document's footer), and associated evidence, of any alleged defect covered by Warranty (together with all identifying details, including the serial number, the type of Products, and the date of purchase) promptly upon discovery of such defect. No claim or discovery of a defect shall be valid more than ten (10) business days after a defect's discovery or expiration of Warranty period. LSE has the sole authority to determine the method of remediation for any claim under Warranty. Only Authorized Representatives of LSE have the right to offer recovery under Warranty.

REMEDATION: LSE 's sole obligation under Warranty shall be, at its discretion, to repair or replace any Products which have a defect covered by Warranty; alternatively, LSE may elect to refund the purchase price of such Products. LSE may substitute new equipment or improved part(s) for any Products judged defective without further liability.

On request, Products must be made available for inspection, promptly returned to LSE, or sent to an authorized service station designated by LSE—shipments to LSE or a service station will be FOB Bedford, Ohio (LSE 's point of shipment) or FOB service station, at Covered Entity's expense, insurance, and risk. Returns of repaired Products or shipment of replacements and repair parts will be in accordance with LSE Terms and Conditions and will be shipped FOB Bedford, Ohio LSE's point of shipment (or FOB service provider)—paid for and insured by Covered Entity. LSE will not accept delivery of any Products unless Covered Entity has obtained LSE's prior approval in writing and been issued a Return Goods Authorization ("RGA") number. Covered Entity will not receive credit for Products returned to LSE. **COSTS OF SHIPMENT FOR PRODUCTS COVERED BY WARRANTY ARE AT THE EXPENSE OF COVERED ENTITY INCLUDING REPAIRED OR REPLACEMENT PARTS.**

Covered Entity will, at its cost and responsibility, provide LSE or its authorized service personnel with unobstructed access to the Products, adequate free working space in the immediate vicinity, and such facilities and systems, including, without limitation, docks,

cranes and utility disconnects and connects, as necessary to perform Warranty obligations. The conducting of any tests shall be mutually agreed upon and LSE shall be notified of and provided the opportunity to witness all tests.

Repair (including by qualified third parties) of the defective part or component on site, at LSE, or at a designated repair facility will be performed in accordance with generally accepted professional standards of care and skill. All repairs or services not covered by Warranty will be charged in accordance with LSE's standard prices then in effect.

COVERAGE LIMITATIONS: Warranty does not cover labor, gaining access, removal, installation, temporary power, or any other expenses, which may be incurred in connection with repair or replacement (including the cost of reinstalling parts that are repaired or replaced by LSE). This limitation applies to actions taken by Covered Entity, LSE, or a third-party hired by either party. Costs not explicitly covered by warranty will be passed through to Covered Entity making the warranty claim.

Warranty does not cover damage to Covered Entity's, or its customers', equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with LSE's recommendations) or from their deteriorated condition.

LSE's Warranty policy applies to all covered goods regardless of where they are shipped; however, these remedies shall be considered enlarged as necessary to comply with applicable state laws.

Warranty does not include coverage of (a) costs, expenses, or damage incurred by Covered Entity for repairs or replacements made independent of Warranty; (b) compensation for damages related to loss of power production or business operation; (c) additional costs and expenses (i.e. shipping costs, travel, accommodation, meals, etc.) arising due to remote locations, including but not limited to islands and overseas territories; (d) breach of security or data system's security or integrity; (e) expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.; (f) use that is no longer possible due to changes in circumstances or laws and regulations; (g) acts or changes performed without authorization from LSE; (h) consumable components of any type are not explicitly covered, including but not limited to fuel, fuses, and filters; (i) cosmetic shortcomings which do not impair functionality; (j) normal wear and tear including at increased rates due to use in a corrosive environment or a location poorly suited for the Products—except as specifically quoted and designed to withstand; (k) Products where the original identification markings (trade-mark, serial number, etc.) have been defaced, altered, or removed; (l) any loss, damage, or expense relating to or resulting from installation, removal, or reinstallation of Products; or (m) any other loss, damage or expense of any nature not related to materials and workmanship under intended installation, use, and service.

Warranty is rendered null and void if Products are subject to (a) improper storage (including extended storage), installation, maintenance, adjustment, handling, modification, repair, use, or operation; (b) harm unanticipated through normal use such as accidents, Acts of God, or Force Majeure events (non-exhaustive examples: fire, flood, earthquake, storm damage, overvoltage, lightning strike, government action, nuclear event, and pandemic); (c) destruction through external influence by persons, water, animals, fungus, mold, or other contamination or intrusion; (d) criminal activities, theft, vandalism, tortious conduct, or negligence; (e) neglect, insufficient ventilation, mishandling, misapplication, abuse, failure to observe applicable safety standards and regulations, or use with known flaws; or (f) damage caused by abrasive materials, chemicals, scale deposits, corrosion, improper voltage, or other similar conditions.

Warranty shall not apply to any Products which may be separately covered by any alternative or special warranty or when an alternative warranty has been agreed to in writing. This includes when LSE Products are used as component parts of equipment or products expressly warranted by another manufacturer.

LIABILITY LIMITATIONS: LSE SELLS PRODUCTS "AS IS" AND THIS WARRANTY IS THE SOLE WARRANTY OF LSE. LSE HEREBY EXPRESSLY DISCLAIMS AND COVERED ENTITY WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW, OR IMPLIED IN FACT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, EFFICIENCY, OR ANY OTHER ASPECT OF PRODUCTS OR THEIR MATERIAL OR WORKMANSHIP. THIS EXCLUSION INCLUDES IMPLIED WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE, DEALINGS, OR USAGE OF TRADE.

LSE shall not be liable, under the terms of Warranty or otherwise, for liquidated damages; direct, indirect, collateral, consequential, incidental, punitive or special damages; loss of business opportunities; or actual losses, loss of profits, or loss of production or progress of construction, regardless of the cause of such damages or losses. LSE's sole liability, and Covered Entity's exclusive remedy, under Warranty (including remedy for LSE's failure to meet its Warranty obligations) is to provide correction of non-conformities in the manner prescribed by Warranty—limited to the Purchase Order value of the Products in question.

To the maximum extent permitted by law, the explicit remedies of Warranty shall be the exclusive remedy of a Covered Entity and in lieu of all other warranties, guarantees, representations, conditions, obligations, or liabilities whether statutory, express, or implied.

Furthermore, Warranty is the limit of recovery by a Covered Entity from LSE regarding the warranted Products whether in contract, in tort (including negligence or strict liability), by statute, by regulation, or otherwise. This Limited Warranty gives Covered Entity specific legal rights, and Covered Entity may also have other rights which vary from state to state (including the expansion of Warranty's scope of coverage or damages applicable). Should a valid claim arise under law, LSE's total liability shall not exceed the Purchase Order value of the specific Products giving rise to the claim.

Warranty shall be the sole remedy available for Covered Entity from LSE regarding damaged or defective parts. By requesting a remedy under Warranty Covered Entity waives all other claims against LSE regarding Products in question.

In no event shall LSE be liable for any loss, damage, or injury to persons (including death), property, or things; nor shall LSE be liable for damages of any kind or nature (including, without limitation, business interruption, inconvenience, or loss of anticipated profits or savings) that are in any way related to or arise out of the use, misuse, nonuse, repair, replacement, or delay in delivery of Products. LSE shall not be liable for the cost of any work done to repair or replace Products.

Warranty does not warrant uninterrupted or error-free operation of Products or costs related to the removal, installation, or troubleshooting of the customer's systems.

LSE's choice to offer a remedy through Warranty is gratuitous only and does not constitute a recognition or admission of mistake, fault, error, damage, injury, or any other wrongdoing.

DISPUTE RESOLUTION: Warranty shall be governed, interpreted, and enforced by the laws of the state of Ohio (without regard to its conflict of laws provisions). Individual, binding arbitration in Cuyahoga County, Ohio will be the method of resolution for any disputes under Warranty that cannot be resolved by the parties themselves; should claims arise beyond the duty to arbitrate, a venue located in Cuyahoga County, Ohio will be used.

By purchasing or using LSE Products, Covered Entity agrees to this dispute resolution section; further, by making a warranty claim, Covered Entity affirms and/or reaffirms agreement to this dispute resolution section.

COMPLETENESS AND SEVERABILITY: The headings used in this document are for convenience and reference only and bear no effect on the meaning and interpretation of the document. This document represents the complete and entire set of provisions for warranty of LSE Products unless LSE and Covered Entity explicitly agree to differing provisions.

Should any provision of Warranty be deemed ineffective or invalid under applicable law, it shall be replaced by a permissible term or provision that is a reasonable equivalent to maintain the spirit of Warranty. If such a replacement is impossible, the remaining provisions shall be construed to operate in full effect as if such a term or provision had not been included. LSE may elect not to enforce a provision of Warranty at its option, this option or a failure to enforce a provision in a particular instance is not a waiver of LSE's rights under a specific provision or Warranty as a whole.