

TXMAS Warranty (Purchase)

BOXX Modular provides only the following "Warranty":

Equipment	Warranty	Warranty Period from Delivery
New Modules	Free from defects in workmanship and materials	1 year
Used Modules	Not Applicable to TXMAS contracts	Not Applicable to TXMAS contracts
Carry-on (if new) Options	Original manufacturer's warranty	Original manufacturer's warranty
Ancillary Equipment with manufacturer cost >\$500 (if new)	Original manufacturer's warranty	Original manufacturer's warranty

Warranties will be conveyed to Buyer upon transfer of Title, and Buyer will deal directly with the Manufacturer if a claim should arise. BOXX's liability is limited to replacing (but not dismantling and installing) defective parts on an exchange basis F.O.B. the manufacturer's factory. In the event that any defect is discovered by the Buyer, notices of the defect shall be given to BOXX in writing and such notices must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Buyer and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. There are no other warranties expressed or implied (including warranties relating to merchantability) except those stated herein. Under no circumstances shall BOXX be liable for consequential damages for any breach hereof.

(a) **Limitations:** Warranty is subject to the following limitations:

- (i) BOXX will, acting reasonably, make all decisions regarding the Warranty, including validity, applicability and appropriate remedies;
- (ii) Warranty will not be valid unless Buyer (i) notifies BOXX within 5 days of noticing any issues with Equipment that may be covered by Warranty; and (ii) maintains Equipment (Buyer must maintain Equipment (normal wear excepted) by (a) replacing/cleaning air filters; (b) cleaning fan blower wheels and motors of dust/debris; (c) inspecting belt driven exhaust fans for belt wear; (d) inspecting furnaces, hot water heaters, appliances, air units and systems and other similar equipment monthly; and (e) inspecting smoke/heat detectors). Buyer is responsible for any damage resulting from accident, modification, misuse, abuse, neglect, unauthorized repairs/alterations, lack of or improper maintenance, fire, weather or other natural causes (collectively "**Damage**"). Warranty will not be valid if Equipment was subject to Damage. Unless visually obvious and noted by Buyer in writing and provided to BOXX's agent or truck driver at the time of Delivery, BOXX does not warrant that Equipment is or will be, free from mold, bacteria, fungus or other biological contaminants ("**Biological Contaminants**").
- (iii) Buyer must ensure the Site is clear, level, able to bear the weight of the Equipment, and there must be a clear, flat working area that is 60 feet wider than the Module on each side unless otherwise agreed to by BOXX. Failure to meet the above requirements will void any Warranty or maintenance obligations BOXX may have.

Warranty is limited to supply of parts and labor to remedy defective components, and all other expenses associated with Warranty work, including freight, travel expense, room and board and overhead must be paid by Buyer. BOXX is not responsible for any actions, injuries, claims, liabilities, losses, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of any kind and nature whatsoever ("**Claims**") arising from defects except as set out in this Section.

Warranty period begins from the date of delivery, or the date of Substantial Completion of BOXX's services (whichever is earlier). Substantial Completion is defined herein as the date in which the Equipment can be legally occupied for its intended use.