

## **Tolt Technologies Limited Warranty**

This Limited Warranty explains the limited warranty and related services that Tolt Technologies provides to its customers. This Limited Warranty applies to shipments of covered products by Tolt Technologies on or after April 1, 2019. This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. This warranty applies to the greatest extent permitted by applicable law.

BEFORE USING THE PRODUCT, PLEASE READ THIS LIMITED WARRANTY CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF THIS LIMITED WARRANTY, DO NOT USE THE PRODUCT. RETURN THE PRODUCT TO THE AUTHORIZED DISTRIBUTOR FROM WHOM THE PRODUCT WAS PURCHASED.

### **Who May Use this Limited Warranty?**

Tolt Technologies provides this limited warranty to customers that have purchased one of its products from a Tolt Technologies authorized distributor (each customer referred to in this Warranty as “you” or “your”). **This Limited Warranty applies to residents of the United States only and contains a binding arbitration agreement and a class action waiver. If you live in the United States, the binding arbitration agreement and class action waiver affect your rights under this warranty. Please read the text under the section titled “Binding Arbitration Agreement; Class Action Waiver” carefully.** This warranty is non-transferable and is available to initial purchasers only.

### **What Products Does this Limited Warranty Cover?**

This warranty applies to the products manufactured or customarily supplied by Tolt Technologies, which include **Ability Drive™ and associated components selected and supplied by Tolt Technologies**. To qualify for warranty coverage, you must have registered with Tolt Technologies and the serial number on the product must be visible and not have been obscured, altered, or removed.

### **What Defects Does this Limited Warranty Cover, and For How Long?**

This warranty covers defects in materials and workmanship, under proper use, maintenance, and care according to the owner’s manual, warnings and instructions accompanying the product, for a period of **two years** from the date of delivery to you. The warranty period is not extended if we repair or replace the product. We may change the availability of this Limited Warranty at our sole discretion. Change in Limited Warranties will not be retroactive.

### **What Is Not Covered By this Limited Warranty?**

This warranty covers parts, repair or replacement of the Tolt Technologies product only. It DOES NOT include Labor, service calls, shipping costs and other charges that may be incurred in servicing the “under warranty” part for such repairs which are not included in this warranty or attributable to the product or expressly authorized in writing by Tolt Technologies.

This warranty is conditioned upon installation and proper use, maintenance, and repair of the product under normal operating conditions. All warranty coverage shall become null and void if structural modifications have been made to the product or if equipment has been mounted to the product for which no prior specifications were provided. This warranty shall also become null and void if the product is repaired or any part replaced by persons other than Tolt Technologies or an authorized distributor.

This warranty does not cover: (a) normal wear and tear; (b) damage caused by improper installation, misuse, or accident; (c) negligent damage; (d) damage caused by extraordinary impact events, such as automobile accidents, dropping, or crushing; (e) damage caused by use of the product in a manner contradictory or in violation of the terms of the owner’s manual, warnings or instructions accompanying the product, including but not limited to use of the product near or in hazardous environments such as roads, driveways, bodies of water, ramps, stairs or changes of elevation; (f) any product that has been operated or repaired with parts other than genuine Tolt Technologies replacement parts; (g) damage caused by acts of God or nature, such as fire, flood, vandalism, water, wind, tornado, earthquake, or other causes beyond Tolt Technologies’ control; (h) any product that has been altered or repaired in any way that affects the reliability of such product or detracts from its performance or appearance; (i) any product for which the identification plate or serial number has been altered, defaced, or removed; (j) scuffs, cracks, blemishes, scratches and other non-structural damage that does not affect the structural integrity of the product; (k) products purchased through unauthorized distributors, auction sites, or third-party market places, or (l) used or counterfeit products.

### **How Do You Obtain Warranty Service?**

To submit a warranty claim, please send an email to [support@toltechnologies.com](mailto:support@toltechnologies.com) with the following information:

- Submit a description of the problem, the product serial number(s), and any photos that you might have to the authorized distributor from

whom you purchased the product.

- If you do not receive satisfactory warranty service or you cannot locate the authorized dealer from whom you purchased the product, then call Tolt Technologies Technical Service Supervisor at 1-425-242-3902.
- In the event of a defect in material or workmanship, Tolt Technologies will issue a return authorization number.
  - You must receive a written return authorization before returning any product for repair or replacement.
  - Tolt Technologies will not pay for repairs or replacement that were not authorized in advance.
- Products, components, or parts approved for replacement by Tolt Technologies must be returned to Tolt Technologies freight- prepaid.
  - You must pay any transportation or similar costs associated with returning or replacing a defective product.
  - Tolt Technologies recommends that you insure the product for its full replacement cost when shipping.

#### **What Are Your Remedies Under this Limited Warranty?**

**Our responsibility under this warranty is limited to the repair or replacement of the affected product or component.** Tolt Technologies will advise or instruct its authorized distributor to either repair or replace the product or component. Tolt Technologies has the option, in its sole discretion, to determine whether to repair or replace the product or component.

#### **LIMITATION OF LIABILITY.**

**TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT CONSTITUTES YOUR SOLE REMEDY AND TOLT TECHNOLOGIES' ONLY OBLIGATION UNDER THIS WARRANTY. TOLT TECHNOLOGIES SHALL HAVE NO OTHER OBLIGATION WHATSOEVER, AND NEITHER TOLT TECHNOLOGIES NOR ANY OF ITS AUTHORIZED DISTRIBUTORS SHALL HAVE ANY OTHER LIABILITY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY OTHER COSTS OR DAMAGES THAT YOU MAY SUFFER, SUCH AS LOSS OF USE, LOST PROFITS, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO ANY DAMAGES IN THE FORM OF LEGAL FEES, ECONOMIC LOSS, PERSONAL INJURIES, OR ANY DAMAGES CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF TOLT TECHNOLOGIES. IN NO EVENT SHALL DAMAGES FOR BREACH OF ANY WARRANTY EXCEED THE ORIGINAL COST OF THE PRODUCT. FURTHERMORE, TOLT TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM A CAUSE OVER WHICH WE DO NOT HAVE CONTROL, INCLUDING WITHOUT LIMITATION: (I) UNAUTHORIZED OR NEGLIGENT USE OF THE PRODUCT, (II) UNSAFE OPERATION OF THE PRODUCT; (III) ANY AUTHORIZED DISTRIBUTOR'S FAILURE TO COMPLY WITH APPLICABLE LAWS OR ANY DISTRIBUTOR'S INTENTIONAL, NEGLIGENT OR WRONGFUL ACTIONS OR OMISSIONS; OR (IV) ANY OTHER ACTS, OMISSIONS, NEGLIGENCE OR CONDITIONS OUTSIDE OF OUR CONTROL, INCLUDING WITHOUT LIMITATION, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, OR OTHER INTERCONNECT PROBLEMS, OPERATOR ERRORS, MECHANICAL FAILURES OR DIFFICULTIES. IN SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN LIEU OF ANY OTHER REMEDY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER (INCLUDING TOLT TECHNOLOGIES' NEGLIGENCE, ALLEGED DAMAGE, OR DEFECTIVE GOODS, NO MATTER WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT), TOLT MAY, AT ITS SOLE OPTION AND IN ITS DISCRETION, REPAIR OR REPLACE YOUR PRODUCT, OR REFUND ITS PURCHASE PRICE. AS NOTED, SOME STATES (INCLUDING, NEW JERSEY) AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

#### **All Other Warranties or Guarantees Disclaimed and Excluded**

**TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY CONSTITUTES TOLT TECHNOLOGIES' SOLE WARRANTY WITH RESPECT TO ANY PRODUCT OR COMPONENT OF THE PRODUCT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TOLT TECHNOLOGIES DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. IF AN IMPLIED WARRANTY DOES APPLY TO ANY PRODUCT, THE TERM OF SUCH IMPLIED WARRANTY WILL NOT EXCEED TWO YEARS. SOME STATES (INCLUDING WASHINGTON AND NEW**

**JERSEY) DO NOT ALLOW DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## **BINDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER**

If you and Tolt Technologies have a dispute, you and Tolt Technologies agree to try for 60 days to resolve it informally. **IF YOU AND TOLT TECHNOLOGIES CANNOT RESOLVE ANY SUCH DISPUTE, YOU AND TOLT TECHNOLOGIES AGREE TO BINDING INDIVIDUAL ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION UNDER THE FEDERAL ARBITRATION ACT (FAA), AND NOT TO SUE IN COURT IN FRONT**

**OF A JUDGE OR JURY. INSTEAD, A NEUTRAL ARBITRATOR WILL DECIDE. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CLASS ACTION LAWSUITS, CLASS-WIDE ARBITRATIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY ARE NOT ALLOWED; NOR IS COMBINING INDIVIDUAL PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES. YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE DISPUTES IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

Disputes Covered. The term “dispute” is as broad as it can be. It includes any claim or controversy between you and Tolt Technologies concerning the product, its price, or these Terms and Conditions, under any legal theory including contract, warranty, tort, statute, or regulation.

Mail a Notice of Dispute First. If you have a dispute and our customer service representatives cannot resolve it, send a Notice of Dispute by U.S. Mail to Tolt Technologies, Attn: Arbitration, 14023 284th Circle NE, Duvall WA, 98019. Include your name, address, how to contact you, a description of the problem, and your desired outcome. After 60 days, you or Tolt Technologies may start an arbitration if the dispute **remains** unresolved.

Arbitration Procedure. The AAA will conduct any arbitration under its Consumer Arbitration Rules. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in King County, Washington. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

#### Arbitration Fees and Payments.

The costs of the arbitrator shall be paid by the losing party. In the event the arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If one party chooses to record the hearing, it shall provide the other and the arbitrator with a copy of that recording. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Must File Within One Year. You and Tolt Technologies must file in arbitration any claim or dispute within one year from when the claim first arose otherwise, the claim is permanently barred.

Conflict with AAA Rules. These Terms and Conditions govern to the extent they conflict with the AAA’s Consumer Arbitration Rules.

#### Applicable Law and Place to Resolve Disputes

The laws of the State of Washington shall govern the interpretation of these Terms and Conditions, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the AAA governs everything related to arbitration.

#### Severability

If any provision of these Terms and Conditions is found to be illegal or unenforceable, that provision will be severed but the rest will remain applicable. If the binding arbitration provisions or class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will proceed in court, with the rest proceeding in arbitration.

#### General Terms and Conditions

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty may only be amended, waived, or extended by written document signed by an authorized officer of Tolt Technologies. The waiver by Tolt Technologies of any individual limitation of this warranty shall not operate as a waiver of any other limitation of this warranty or of any future right, power, or privilege of Tolt Technologies. If any provision of this warranty is found to be illegal or unenforceable, that provision will be severed but the rest will remain applicable. Additional Terms and Conditions applicable to the products can be found at <https://toltechnologies.com/ad/terms> and in the documentation provided with our products. Separate and apart from your relationship with Tolt Technologies, you may also have rights with respect to the party from which you acquired the product.