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LIMITED WARRANTY

Royal Equipment Inc. ("REI") warrants the good(s) here offered against defects in materials and workmanship, under ordinary use and strict compliance with REI's prescribed operating conditions. The exact length of the warranty stated in month(s) or hours, will be specifically furnished in the language of the commercial proposal. During the warranty period if a defect arises with the good(s) sold REI shall, at its option, either (i) repair the good(s) using either new or refurbished parts, ii) replace the good(s) with a new or refurbished equal item or (iii) refund the purchase price of the good(s). This limited warranty applies to any repair, replacement part or replacement good(s) for the remainder of the original warranty period. All replaced parts become REI's property. All decisions related to conducting the repairs or replacements shall be exclusively at REI's discretion.

Any failure resulting from (I) owner or operator misuse, abuse or neglect, (II) operation in excess of the intended purpose of the good(s), (III) accident, (IV) fire, (V) external causes, (VI) failure to strictly follow REI's and REI's component manufacturer's recommendations and instructions, (VII) improper repair by others or (VIII) the use of parts not approved by REI voids this entire limited warranty.

Customer shall pay all costs, taxes and tariffs, as applicable for shipping of failed, new or refurbished parts both to and from REI's facility or an REI designated repair facility.

IN NO EVENT SHALL REI, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER ANY DIRECT, INDIRECT, SPECULATIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER LIKE OR SIMILAR DAMAGES OF ANY SORT OR NATURE UNDER ANY OTHER LEGAL THEORY AGAINST REI. CUSTOMER'S REMEDIES ARE EXPRESSLY LIMITED IN ALL INSTANCES AS SET FORTH ABOVE.

TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN REI SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, OF ANY SORT OR NATURE, STATUTORY, EXPRESS OR IMPLIED, AND INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY REI OR AN AUTHORIZED REPRESENTATIVE OF REI SHALL CREATE A WARRANTY DIFFERENT FROM THIS LIMITED WARRANTY.

IF ANY TERM OR CONDITION OF THIS WARRANTY SHALL BE DEEMED INVALID, VOID OR FOR ANY REASON UNENFORCEABLE, THAT PART SHALL BE DEEMED SEVERABLE AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING TERM OR CONDITION.