

RETRACTABLE GROUNDING ASSEMBLY WARRANTY CERTIFICATE

The Warranty described below is applicable to the following Retractable Grounding Assembly units with Serial #(s) as follows:

1166260710038 - 1166260710040

The applicable warranty period for the **Retractable Grounding Assembly** is Three (3) year from installation or Forty-Two (42) Months from date of shipment by LEC to the buyer, whichever occurs first. All warranty certifications and documentation will be issued upon full payment of all outstanding invoices.

LEC warrants to the Buyer that during the applicable warranty period: (a) the product meets, in material respects, the applicable specifications for such products in effect on the order acceptance date; and (b) the product is free from material defects in materials and workmanship under normal use and service.

LEC's sole obligations pursuant to this warranty, and the sole remedies of the Buyer and of any subsequent purchaser of the site where product is installed and will continue to operate, shall be limited to the repair or replacement, in LEC's sole discretion, of the product that does not conform to this warranty during the applicable warranty period.

This warranty shall be invalidated if the product (a) has not been installed, handled, or used in accordance with LEC's recommended procedures; (b) has been modified; (c) has been damaged through misuse, negligence, or abuse of the Buyer or of any subsequent purchasers; (d) is damaged by causes external to the products, including (without limitation) shipping damage, power failure, fire, or accident or catastrophe of any nature; (e) has their warranty seals broken, damaged, or destroyed; or (f) has been subjected to repairs or attempted repairs by any person other than LEC or its authorized representative.

THE WARRANTY SET FORTH ABOVE IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To obtain warranty or after-warranty repair service, the Buyer must return the product to the LEC factory in Boulder, Colorado, USA unless otherwise authorized by LEC. Prior to returning the product to LEC, Buyer must first obtain a Return Material Authorization (RMA) from LEC.

LEC will refuse to provide either warranty or after-warranty service on any LEC product that has damaged or missing warranty seals or that have evidence of attempted tampering or repairs.

LEC will make reasonable efforts to return repaired products to original specifications, subject to availability of critical components. This may not be possible for discontinued products. In this situation, LEC will provide information regarding an appropriate replacement including pricing.

To the extent that the customer is not at fault and there is no evidence of tampering or attempted repairs, LEC will pay for the return of warranty repaired products to Buyers. In those situations where the customer is at fault, or the product was tampered with, improperly installed by buyer or its agent(s), inappropriate for the use or where there is evidence of attempted repairs, the customer will be responsible for all freight charges for both the return and any replacement parts or augmentation offered.