



EarthWalk Limited Warranty

The terms below shall have the following definitions for purposes of this Warranty:

“Client” means the original party purchasing the Products from EarthWalk or from an authorized dealer approved to sell EarthWalk-branded products.

“Products” means any goods and any related services to be supplied by EarthWalk to the Client pursuant to the Acceptance of an Order and any other goods or services which EarthWalk supplies to the Client as part of their purchase.

“Parts” means any component or subassembly of the Product.

“Period” means the length of coverage starting from the original order invoice date.

EarthWalk warrants that the Products to be supplied to Client are free from defects in material and workmanship under normal use and service for which they were intended if, but only if, the Products have been properly operated and maintained. EarthWalk’s obligation under this Warranty is limited to only supplying replacement Part(s) for any Part(s) which are returned and or found to be defective, provided that such Part(s) are identified and if requested returned to EarthWalk within the below Warranty Periods.

LIFETIME “Chassis” Warranty - “Chassis” means the main chassis or framework of a Product.

3-YEAR “Mechanical” Warranty - “Mechanical” means the mechanical components of a Product including the wheels, locks, handles, drawer slides and hinges.

3-YEAR “Electrical” Warranty - “Electrical” means any electronic part or component, powered charging hubs or components, power strips, switches or outlets, Network components other than cables.

1-YEAR “Consumables” Warranty - “Consumables” means any Charging and Network cables, Decontamination supplies, or battery packs are warranted for a 1 Year period.

To initiate a warranty claim, contact Earthwalk to provide the product serial number and description of the issue:

- Via web- <https://earthwalk.com/support/>
- Via phone- 1-888-213-4900
- Via email- EWSupport@Earthwalk.com

EARTHWALK DOES NOT WARRANT THAT THE PRODUCTS MEET THE REQUIREMENTS OF ANY SAFETY CODE OF ANY COUNTRY, STATE, MUNICIPALITY, OR OTHER JURISDICTION, AND CLIENT ASSUMES ALL RISK AND LIABILITY WHATSOEVER RESULTING FROM THE USE THEREOF, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER MACHINES OR APPARATUS. THIS WARRANTY SHALL NOT APPLY TO ANY OF EARTHWALK PRODUCTS, OR PARTS THEREOF, WHICH HAVE BEEN REPAIRED OR ALTERED, WITHOUT EARTHWALK’S WRITTEN CONSENT, OUTSIDE EARTHWALK FACILITY OR ALTERED IN ANY WAY SO AS, IN THE SOLE JUDGMENT OF EARTHWALK, TO ADVERSELY AFFECT THE STABILITY OR RELIABILITY OF THE PRODUCTS, OR IF SUCH PRODUCTS HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE, OR ACCIDENT, OR HAVE BEEN OPERATED IN A MANNER NOT IN ACCORDANCE WITH EARTHWALK’S PRINTED INSTRUCTIONS OR HAVE BEEN OPERATED UNDER CONDITIONS MORE SEVERE THAN, OR OTHERWISE EXCEEDING, THOSE SET FORTH IN THE SPECIFICATIONS FOR SUCH PRODUCTS. EXCEPT AS PROHIBITED OR LIMITED BY APPLICABLE LAW, THIS WARRANTY AND THE OBLIGATIONS AND LIABILITIES OF EARTHWALK ARE EXCLUSIVE AND IN LIEU OF WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY FOR



MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW OR OTHERWISE OR WHETHER OR NOT OCCASIONED BY EARTHWALK'S NEGLIGENCE AND CLIENT HEREBY WAIVES ALL REMEDIES NOT EXPRESSLY PROVIDED IN THIS WARRANTY. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY EARTHWALK AND CLIENT. REGARDLESS OF THE FAILURE OF THE SOLE AND EXCLUSIVE REMEDIES PROVIDED IN THIS WARRANTY, EARTHWALK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, BUSINESS OR PROFITS, LOSS RESULTING FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS RESULTING FROM ANY CLAIM BY ANY THIRD PARTY, ANY LOSS DUE TO DAMAGE TO PROPERTY, AND INJURY TO OR DEATH OF ANY PERSONS RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF THE PRODUCTS OR ANY OTHER PECUNIARY LOSS) OF ANY KIND OR NATURE. EARTHWALK NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WARRANTY. THE EXCLUSION OF SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES IS AN INDEPENDENT AGREEMENT OF EARTHWALK AND CLIENT APART FROM THE SOLE AND EXCLUSIVE REMEDIES PROVIDED IN THIS WARRANTY. CLIENT SHALL NOTIFY EARTHWALK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OF A BREACH OF THIS WARRANTY WITHIN THIRTY (30) DAYS AFTER DISCOVERY THEREOF, BUT NOT LATER THAN THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OTHERWISE SUCH CLAIMS SHALL BE DEEMED WAIVED. 2. LIMITATIONS OF WARRANTY. EARTHWALK MAKES NO WARRANTIES TO ANY THIRD PARTY. YOU ARE RESPONSIBLE FOR ALL CLAIMS, DAMAGES, SETTLEMENTS, EXPENSES, AND ATTORNEYS' FEES WITH RESPECT TO CLAIMS MADE AGAINST YOU AS A RESULT OF YOUR USE OR MISUSE OF THE PRODUCT. THIS WARRANTY APPLIES ONLY IF THE PRODUCT IS INSTALLED, OPERATED, MAINTAINED, AND USED IN ACCORDANCE WITH EARTHWALK SPECIFICATIONS. SPECIFICALLY, THE WARRANTIES DO NOT EXTEND TO ANY FAILURE CAUSED BY (I) ACCIDENT, UNUSUAL PHYSICAL, ELECTRICAL, OR ELECTROMAGNETIC STRESS, NEGLIGENCE OR MISUSE, (II) FLUCTUATIONS IN ELECTRICAL POWER BEYOND EARTHWALK CART SPECIFICATIONS, (III) USE OF THE PRODUCT WITH ANY ACCESSORIES OR OPTIONS NOT FURNISHED BY EARTHWALK OR ITS AUTHORIZED AGENTS, OR (IV) INSTALLATION, ALTERATION, OR REPAIR OF THE PRODUCT BY ANYONE OTHER THAN EARTHWALK OR ITS AUTHORIZED AGENTS. 3. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EARTHWALK DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. 4. LIMITATION OF LIABILITY. IN NO EVENT SHALL EARTHWALK BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DATA, REVENUE, PRODUCTION, OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS LIMITED WARRANTY, OR THE USE OR PERFORMANCE OF ANY PRODUCT, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF EARTHWALK HAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EARTHWALK'S TOTAL, AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE, REGARDLESS OF FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO EARTHWALK FOR THE SPECIFIC PRODUCT UPON WHICH LIABILITY IS BASED. 5. GOVERNING LAW AND YOUR RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS GRANTED UNDER STATE LAW. THESE RIGHTS VARY FROM STATE TO STATE.