

Reva Projects LLC Limited Warranty

BY PURCHASING REVA'S SHELTERS, MATERIALS, COMPONENTS OR SPARE PARTS, PURCHASER, ACTING INDIVIDUALLY OR AS THE AUTHORIZED AGENT ON BEHALF OF THE PURCHASER'S LEGAL ENTITY, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

1. Reva hereby furnishes the following express, exclusive and limited warranties of its Shelter, Materials, Components and Spare Parts to their original purchaser (Purchaser) as follows:

(a) Workmanship Limited Warranty. Reva's Shelter structure will be free of material defects in workmanship and will conform to the applicable Contract Specifications for (select one):

----- Standard Warranty - one (1) year from the date of initial shipment to Purchaser.

----- Extended Warranty - two (2) years from the date of initial shipment to Purchaser.

This limited warranty specifically excludes: i) Shelter finishes, as cleaning agents used after installation may harm these surfaces, ii) modifications made by the Purchaser or its end user that are not expressly approved by Reva in writing, and iii) Materials, Components and Spare Parts, which are separately covered instead by the additional limited warranties below.

(b) Material & Component Limited Warranty. The following materials (Materials) and component parts (Components) of each Shelter manufactured by Reva's suppliers are exclusively covered by the following extended warranties from date of shipment:

Aluminum Frame - lifetime

Cover Fabric – 5 years

Polycarbonate Window Panels & Frames - 5 years

Doors, including custom doors – 5 years

Floor panels including custom flooring – 5 years

Aluminum Hardware – lifetime

SuperQuilt Wall Insulation – lifetime

Door & Floor Insulation – 5-years

Zippers – lifetime

LED Lighting Strips – 1 year

Solar Panel – 5 years, except that if a Shelter is installed in a region with limited sunlight (less than ____ hours in 24), artificial lighting is required, and Purchaser acknowledges Reva solar panels will not power the LED lighting strips on the Shelter.

If Reva determines a defective Shelter, Materials, Components or Spare Parts otherwise covered under this Limited Warranty is not able to be repaired or replaced, at Reva's option, Reva shall refund to Purchaser the Contract Price for such items actually paid by Purchaser, and Purchaser's right to use of such covered items will terminate.

(c) Spare Part Limited Warranty. Spare parts sold by Reva are subject to a separate limited warranty covering defects in material and workmanship for a period of one (1) year from the date of shipment to Purchaser.

2. Exceptions to Coverage. This Limited Warranty does not cover:

- a. Purchaser's initial installation, or any demobilization or reinstallation, labor costs.
- b. any Shelter, Material, Component or Spare Part that has been improperly installed, overloaded, altered, or otherwise abused, or that has sustained damage resulting from accident, misuse, unauthorized modification, negligence, or normal wear and tear.

3. Limitations of Liability. Reva's Contract Price is contingent upon this limited warranty and Reva shall not be liable in any event for:

- a. any other damages, whether arising in contract, tort, equity or otherwise, including, without limitation, any consequential, incidental, or special damages such as loss of use or lost profits of any sort, even if Reva has been advised of the possibility of such damages. Purchaser further acknowledges that statements in Reva's brochures or product catalogues that are not expressly incorporated into the Contract Documents are not warranties or guarantees.
- b. except as expressly provided herein and to the maximum extent permitted by applicable law, all other warranties, whether oral, written, statutory or implied at law, including those for

fitness for particular purpose, merchantability, habitability, title, non-infringement or otherwise arising from course of dealing, performance, related to documentation furnished by Reva or otherwise, are hereby disclaimed by Reva and waived by Purchaser. This limitation shall remain in effect even if this Limited Warranty is found to have failed of its purpose or any limitations in it are found to be unenforceable

- c. if Reva determines a defective Shelter, Materials, Components or Spare Parts otherwise covered under this Limited Warranty is not able to be repaired or replaced, at Reva's option, Reva shall refund to Purchaser the Contract Price for such items actually paid by Purchaser, and Purchaser's right to use of such covered items will terminate.

4. **Claim Process.** Purchaser shall notify Reva in writing of a warranty claim, furnishing proof of purchase and photos of defects, during the applicable limited warranty period. Reva shall determine whether it will correct on site or replace its Shelter, or furnish correction or replacement of Materials, Components or Spare Parts that fail to meet the requirements of this Limited Warranty, and shall advise Purchaser of its decision. Costs for Reva to repair at Purchaser's site and costs for transportation of replacements shall be paid by Reva.

5. **Choice of Law & Venue.** This Limited Warranty shall be construed in accordance with the laws of the State of [_____], without regard to conflict or choice of law provisions. All claims arising in connection with this Limited Warranty shall be resolved via binding arbitration held by the American Arbitration Association. This choice of venue is mandatory and not permissive in nature. Each party waives any right to assert forum non conveniens or a similar doctrine objecting to venue for any proceeding brought regarding the terms or enforcement of this Limited Warranty.