SERVICE AND REPAIR WARRANTY

Effective as of December 1st, 2024 ("Effective Date")

This Service and Repair Warranty (this "Warranty") applies to the repair services (the "Services") and the repaired products (the "Products") performed and repaired by Paragon Technologies, Inc., which shall include Paragon Canada, Paragon Atlantic, Paragon Great Lakes, and Paragon Pacific, (collectively, the "Company") pursuant to the applicable service and repair agreement and/or purchase order.

The warranty of the Company in place prior the Effective Date shall govern the repair services, including the repaired products, performed and repaired by the Company prior to the Effective Date.

1. **Service and Repair Warranty.**

    a. The Company warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. The Company warrants that its repaired Products will be free from defects in material and workmanship for a period of one (1) year from the date of installation. The Company only warrants the Services performed directly by it or its authorized representative. Authorized customer service staff and management of the Company shall have the authority to waive, alter, vary, or add to the terms hereof provided that such waivers or changes are evidenced by the customer service staff or management in writing and communicated to the customer.

    b. Any cause of action for breach of the warranty set forth in Section 1(a) must be brought within one (1) year from the date the alleged breach occurs.

    c. The Company shall not be liable for a breach of the warranty set forth in Section 1(a) unless the customer gives written notice of the defective Services or Products, reasonably described, to the Company within ten (10) days of the time when the customer discovers or ought to have discovered that the Services or Products were defective.

    d. The Company shall not be liable for a breach of the warranty set forth in Section 1(a) if any of the following occur:

        i. The repaired Products are used for any reason or purpose other than their intended purpose;

        ii. The repaired Products are not utilized under the conditions or in the manner recommended by the Company or the manufacturer's specifications;

iii. The repaired Products have been misused, abused, or improperly used in any manner, or unauthorized repairs are attempted;

iv. The alleged defects have been caused by neglect; improper installation, operation, maintenance, repair, storage, handling, calibration, alteration, or modification; accident; or unusual deterioration or degradation of the repaired Products or parts thereof due to physical environment or electrical or electromagnetic noise environment; or

v. Prompt written notice is not provided in accordance with Section 1(c) above.

e. The types of failures which are not attributable to defects in material and/or workmanship and are not considered by the Company as part of the warranty extended under Section 1(a) include, but are not limited to, the following:

i. Damage or failures due to deterioration during periods of storage by the customer prior to installation and operation.

ii. Damage or failures of any kind due to erosive or corrosive action of any gasses or liquids handled by the Products.

iii. Lack of or incorrect type of hydraulic fluid.

iv. Contamination of the hydraulic fluid.

v. Stripped splines or keyways on drive shafts.

vi. Incorrect mounting of external gears, pulleys, etc.

vii. Operating beyond the recommended maximum speeds, pressures, and temperatures.

viii. Damage or failures due to incorrect voltage, brown outs, voltage spikes, or excessive current draw caused by equipment external to the serviced Products.

ix. Loss of programs, parameters, or customer data during the repair process or while the Products are in storage at the customer's facility.

x. Damage or failures of any kind due to customer application or machine calibration not consistent with the OEM published calibration.

f. Subject to Section 1(b), Section 1(c), Section 1(d), and Section 1(e), the Company shall, in its sole discretion, re-perform such Services found to be defective by the Company and/or, as applicable, repair or replace the repaired Products found to be defective by the Company.

i. Any alleged defective repaired Products or parts thereof must be returned to the location designated by the Company. Transportation costs associated with the return of such Products shall be prepaid by the customer and any risk of loss during the transportation of the Products shall be borne by the customer.

ii. Any warranty services (which shall include time, travel, and expenses related to such services) performed outside of the Company's facilities or the facilities of an authorized representative of the Company will be at the customer's expense.

iii. Any Services re-performed by the Company and any Products repaired or replaced by the Company pursuant to the terms of this Warranty shall only be warranted for the remainder of the original warranty period provided.

g. **THE REMEDIES SET FORTH IN SECTION 1(f) SHALL IN ALL CASES BE STRICTLY LIMITED TO THE CUSTOMER AND SHALL IN ALL CASES BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY IN CONNECTION WITH ANY LOSS, LAWSUIT, CLAIM, OR CAUSE OF ACTION WHATSOEVER, DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF ANY BREACH OF THE SERVICE AND REPAIR WARRANTY SET FORTH IN SECTION 1(a), WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OF RECOVERY.**

2. **Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 1(a) ABOVE, THE COMPANY MAKES NO AND DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SERVICES AND PRODUCTS, WHETHER SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, THE WARRANTY PROVIDED IN SECTION 1(a) ABOVE SHALL NOT APPLY TO NEW PRODUCTS OFFERED OR SOLD BY THE COMPANY. ANY WARRANTY ON SUCH NEW PRODUCTS, IF ANY, SHALL BE PROVIDED BY THE APPLICABLE MANUFACTURER.**

3. **Limitation of Liability**.

a. **IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT,**

CONTINGENT, EXEMPLARY, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. **IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY, THE SERVICES, OR THE PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE COMPANY PURSUANT TO THE APPLICABLE SERVICE AND REPAIR AGREEMENT OR PURCHASE ORDER.**

c. The limitation of liability set forth in Section 3(b) above shall not apply to: (i) liability resulting from the Company's gross negligence or willful misconduct; and (ii) death or bodily injury resulting from the Company's negligent acts or omissions.