

TOOLPORT ONE YEAR LIMITED WARRANTY

Toolport US, Inc. (“**Toolport**”) provides this Warranty.

BY ORDERING OR PURCHASING ANY PRODUCT FROM A WEBSITE OR MOBILE APPLICATION OWNED OR OPERATED BY TOOLPORT AND FROM WHERE YOU CAN ACCESS THESE TERMS (SUCH WEBSITES OR APPLICATIONS, COLLECTIVELY A “**TOOLPORT STORE**”) AND ANY PRODUCT ORDERED OR PURCHASED FROM A TOOLPORT STORE, A “**TOOLPORT PRODUCT**”), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED WARRANTY (“**WARRANTY**”). IF YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY, DO NOT PURCHASE, ORDER OR USE THE TOOLPORT PRODUCT, OR IF YOU HAVE ALREADY PURCHASED IT, YOU MUST RETURN IT WITHIN THE RETURN PERIOD STATED IN TOOLPORT’S RETURN POLICY.

1.1 What does this Warranty Cover?

This Warranty is only available in the United States. This Warranty does not apply to products that are not Toolport Products (as defined above).

This Warranty is valid only for the original end user or original purchaser of the Toolport Product and is non-transferable.

1.2 Warranty Description

Toolport warrants to the original end user or original purchaser that the Toolport Products purchased from a Toolport Store will be free from manufacturing defects for one year from the date of purchase (as indicated on your receipt of purchase) or the date of delivery, (whichever occurs later) (“**Warranty Period**”), when put to normal use and cared for according to Toolport’s instructions, including any manual or documentation included with the Toolport Product or transmitted electronically by Toolport.

Any damages or loss that occur to a Toolport Product due to improper ballasting, improper or inadequate staking, improper set-up or any other improper use, modification or maintenance, poor site selection, incorrect orientation, overcrowding or other error or mistake made by you are your sole responsibility. You acknowledge and agree that any Toolport Product must be ballasted or staked and otherwise handled per the assembly instructions or other documentation provided with the Toolport Product or otherwise made available by Toolport.

This Warranty does not cover normal wear and tear; damage caused by severe weather, including but not limited to wind, hail, storm and snow as it is the purchaser’s or user’s responsibility to monitor weather forecasts and take appropriate measures to protect the Toolport Product against severe conditions; cosmetic damage which does not impair the functionality of the product, including scratches, dents, dings, scuffs, stains, discoloration, color changes, fading, minor paint chips, or other nonfunctional changes in appearance; damage from misuse or abuse (such as improper cleaning, neglect, or accident); defects resulting from alteration(s) or modification(s); fire; theft; or defects resulting from the improper use of the Toolport Product.

Toolport reserves the right to reject warranty claims for Toolport Products for which this Warranty does not apply.

1.3 Warranty Claim Process

If you are eligible to make a Warranty claim under Section 1.2, you may make a claim during the Warranty Period by contacting us via email at markets@toolport-inc.com or by phone at (980) 213-0918 during normal business (M-F, 8:00AM – 5:30PM ET). If requested, you shall comply with any requests to furnish proof of purchase and delivery demonstrating when and where you purchased your Toolport Product and when your Toolport Product was received. Upon request, you shall also provide/upload clear, detailed photographs of the alleged defects as well as the overall condition of the Toolport Product, and any other reasonable information requested by us to

determine whether the Warranty applies to your Toolport Product. You shall follow our instructions with respect to the return of the relevant Toolport Product.

1.4 Remedies Under This Warranty

If during the Warranty Period you submit a valid claim to Toolport in accordance with this Warranty, Toolport will, as your sole and exclusive remedy, and at Toolport's sole discretion:

(a) repair the Toolport Product, including providing replacement parts to you

(b) replace the Toolport Product with the same product or a product that has the same or substantially similar features as the original product (such as the same product but in a different color), or

(c) provide you with a refund of your purchase price for the Toolport Product.

The Warranty for the relevant Toolport Product will continue for the remaining term of the Warranty Period of such Toolport Product.

If any Toolport Product or part thereof is returned to Toolport in connection with this Warranty, all risk and title of such Toolport Product or part thereof shall immediately transfer to Toolport upon delivery.

1.5 DISCLAIMER OF OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY AND THE REMEDIES SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND OTHER THAN AS EXPRESSLY STATED IN THIS WARRANTY THE TOOLPORT PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. IN SO FAR AS ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, REMEDIES OR CONDITIONS CANNOT BE DISCLAIMED, TOOLPORT LIMITS THE DURATION AND REMEDIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT TOOLPORT'S OPTION, THE REPAIR, REPLACEMENT OR REFUND OF THE RELEVANT TOOLPORT PRODUCT DESCRIBED ABOVE.

1.6 LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TOOLPORT BE LIABLE FOR ANY DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, OR LOSS OF USE, LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS OR SAVINGS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL OR REPUTATION, RESULTING FROM ANY BREACH OF THIS WARRANTY, UNDER ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER WE KNOW OR HAVE REASON TO KNOW OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LOSS OR DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT PERMITTED BY APPLICABLE LAW.

1.7 Requesting a Copy of This Warranty

If you would like a physical copy of this Warranty, you may print this webpage or contact our Customer Service via email at markets@toolport-inc.com or by phone at (980) 213-0918, and we will send you a copy via email.

1.8 General

This Warranty supersedes any warranty statements that may be printed in any manuals or product packaging. No individual or entity is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.