

LIQUID COOLING SYSTEMS WARRANTY ADDENDUM

The warranty terms set forth below shall apply to any liquid cooling systems, including coolant distribution units, chillers and thermal control units (“Products”) sold by LTI Holdings, Inc., a Delaware corporation, and its subsidiaries (“Seller”) to a customer (“Buyer”) pursuant to one or more purchase orders and subject to Seller’s General Terms and Conditions of Sale (the “Terms”), which can be found at https://info.boydcorp.com/hubfs/Company/About-Us/Boyd-Corp-Terms-and-Conditions-of-Sale-03222019.pdf?_gl=1*zvsimy*_gcl_au*MTExMjA3MDAxNy4xNzI3Mzc1OTY1. The Terms shall govern the sale of Products by Seller to Buyer, except for Sections 6 and 7 thereof, which are replaced in full by the corresponding sections below.

6. LIMITED WARRANTY

6.1. Product Warranty. For a period of ninety (90) days from the date of shipment (“the warranty period”), Seller warrants that: (i) the Products manufactured by Seller will be free from defects in workmanship, materials and design; (ii) the Products will comply with all applicable laws and regulations in the country where the Products were manufactured (and no other laws or regulations will apply to the Products without Seller’s written consent); (iii) unless otherwise agreed with Buyer, the Products are new; and (iv) the Products will be delivered to Buyer free of any lien or other encumbrance on good title.

6.2. Warranty Exclusions. Where Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller, and Seller has relied on the same in the selection or design of the Products, all warranties contained herein shall be null and void where the actual operating conditions or other conditions differ from those represented by Buyer, and the differences are reasonably determined by Seller to have been detrimental to the Products. Seller’s warranty does not extend to any Products:

- (a) to the extent the components are consumable;
- (b) where Buyer has not complied with the operations manual for such Product provided by Seller, including without limitation, filling the Product with specified fluids, operating the Product within rated temperature and pressure range specifications, and adhering to Seller’s Product maintenance schedule;
- (c) that have been the subject of environmental conditions, modifications, misuse, abuse, accident, negligence (other than Seller’s) or neglect, including improper storage, use beyond rated capacity, improper installation (to the extent installed by Buyer), handling, or any other causes beyond the control of Seller (as determined by Seller in its reasonable discretion);
- (d) to the extent any repairs, maintenance or services are performed by personnel not authorized by Seller or feature unauthorized components or parts;
- (e) to the extent of normal wear and tear;
- (f) transferred to a third party, processed, or used;
- (g) that are prototypes, test products, or samples, which are provided AS IS, WHERE IS without warranty of any kind;
- (h) where raw materials, chemicals, goods, software or packaging were used by Seller at the explicit instructions of Buyer,

- (i) where the nonconformity is a minor deviation in quality, color, composition, etc. that is acceptable in the trade or technically unavoidable; or
- (j) that are subject to a separate written warranty accompanying the Products.

Any recommendations made by Seller are based upon information that Seller considers reliable, but Seller makes no warranty as to results Buyer might obtain in Buyer's uses of the Products. Buyer acknowledges, represents and warrants that it alone has determined that the Products and performance specifications will suitably meet the requirements of its intended use. For Buyers who elect to self-service Products with Seller provided training tools or have qualified Seller technicians train Buyer or Buyer's agents to service the Products, the warranty is limited to manufacturer's defects only and does not extend to any labor performed by Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS AND ARE IN LIEU OF AND EXCLUDE AND DISCLAIM ALL OTHER REPRESENTATIONS, PROMISES AND WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

Seller's warranties extend only to Buyer. No other party shall be a third-party beneficiary thereof or be entitled to make a warranty or similar claim against Seller. Seller is not obligated to honor any warranty or provide service until Seller receives payment in full for the relevant Products which are the subject of a claim.

7. SUBMITTING WARRANTY CLAIMS.

7.1. Buyer must examine the Products promptly after receipt and within fifteen (15) days report to Seller any claim of patent nonconformity in the Products. Seller shall have the right to request reasonable evidence of and impose reasonable requirements for submission of a warranty claim, including without limitation printouts of diagnostic test results performed by Buyer and all other relevant data. Seller requires a reasonable opportunity to inspect the Products and confirm the nonconformity as well as to assist in identifying and containing any additional nonconforming Products. Buyer will need Seller's written authorization before returning any Products. Return Material Authorizations (RMAs) can be requested here: <https://www.boydcorp.com/about-boyd/help-center.html> and must include part numbers, serial numbers and a detailed description of the problem.

(a) Products that are in-rack systems, typically weighing less than 150 kilograms, will likely be repaired off site at a designated Seller repair depot. Products that are in-row systems, typically weighing more than 150 kilograms, will likely be repaired onsite at Buyer's location, in each case at Seller's discretion. Seller will issue a RMA number with direction to either ship the Product to a Seller repair depot or schedule an onsite evaluation. Returns made without proper written permission will not be accepted by Seller and will be returned to Buyer at Buyer's expense. Return shipments with prior written authorization must be received within forty-five (45) calendar days of RMA issuance. Any return shipment received by Seller beyond this deadline will be rejected and returned to Buyer at Buyer's expense.

(b) Transportation charges for the Products and/or replacement parts must be prepaid by Buyer. If the Product is found by Seller to be defective and the claim is within the warranty period, the Product

will be repaired or replaced at Seller's sole discretion. If the Product is not defective or if Seller determines the damage is not within the scope of the warranty, Seller will provide Buyer with a quote for necessary repairs. If the Product is not defective and a Seller technician was required to travel onsite to a Buyer location, Buyer will be responsible for all transportation, travel, lodging, and other associated costs.

7.2. For any breach of warranty relative to services included in the Products, Buyer must provide a claim specifying in reasonable detail the nonconformance, and Seller shall exercise commercially reasonable efforts to re-perform the identified nonconforming services. If Seller concludes that reperformance of these non-conforming services is impracticable, then Seller will refund the fees paid by Buyer allocable to those nonconforming services and Seller will have no further liability. Buyer shall submit all service warranty claims no later than ten (10) calendar days after first receipt of the services.