



CHALLENGE COURSE AND 40-YARD DASH WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Challenge Course and 40-Yard Dash Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Warranty Coverage

- a. Seller warrants that Challenge Course and 40-yard Dash Equipment will be free from defects in materials and workmanship for a period of one (1) year (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the equipment, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows.
 - i. With regard to the display board (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the display from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light.
 - ii. With respect to the Activation Mats and Start/Start (switches) "Defects" are defined as a switch that no longer activates or deactivates the display assembly.
- d. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching.

2. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.

- iv. Power surges, water damage, lightning or other "acts of nature."
- v. Vandalism or acts of terrorism or war.
- vi. Excessive application of electrical power or improper power connection.
- vii. Removal of warning labels and protection devices.
- viii. Installing non-factory replacement parts.
- ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.

c. Disclaimer

- i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.