



Standard Limited Warranty

Viatic Inc. (“Viatic”) warrants to the original purchaser, including original purchaser from authorized Viatic SmartPTO resellers, that its SmartPTO will be free from defects in material and workmanship under normal use and when properly installed. Viatic agrees to repair or replace defective parts subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below and is referred to as Viatic’s Standard Limited SmartPTO Warranty.

Viatic’s Standard Limited SmartPTO Warranty applies to the Class A and Class B parts, assemblies, components listed below. The warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the purchase agreement) and any associated freight costs during the warranty time period identified below. The end user warranty period shall begin on the in-service date of SmartPTO on the designated vehicle. Viatic will honor warranty terms and conditions for dealers and distributors during the installation and up to the in-service date.

Class A:

This class includes manufactured or assembled components and systems, including some purchased assemblies listed below.

Item	The Coverage Period is the lesser of:		
	<u>Term (yrs.)</u>	<u>OR</u>	<u>Hours</u>
Complete SmartPTO ⁽¹⁾	1 yr.		4,050
Main Enclosure ⁽²⁾	1 yr.		4,050
Structural Components ⁽³⁾	1 yr.		4,050
Corrosion ⁽⁴⁾	1 yr.		4,050

Class B:

This class includes major components purchased and installed by Viatic and listed below.

Item	The Coverage Period is the lesser of:		
	<u>Term (yrs.)</u>	<u>OR</u>	<u>Hours</u>
Battery Pack and BMS	1 yr.		4,050
Electric Motor + Controller	1 yr.		4,050
Hydraulic Pump and Valves	1 yr.		4,050
User Interface (touchscreen + switches)	1 yr.		4,050
Electronic Controllers	1 yr.		4,050
Battery Charging System	1 yr.		4,050

Wiring Harnesses	1 yr.	4,050
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- (1) Complete SmartPTO is defined as entire ePTO unit coverage excluding the following:
 - a. Provided Customer Equipment (including but not limited to: PTO Switch, truck-mounted hydraulic system components not provided by Viatec)
 - b. Consumables (including but not limited to: hydraulic fluid)
- (2) Main Enclosure is defined as the main SmartPTO enclosure excluding non-structural components.
- (3) Structural Components is defined as the structural elements of the SmartPTO hydraulic system and powertrain frame.
- (4) The components indicated in notes (2) and (3) above are covered for structural failure due to corrosion.

Exclusions:

- a. Surface and non-structural corrosion, oxidation, or patina
- b. Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents or detergents
- c. Corrosion caused by acid rain or other industrial fallout
- d. Corrosion due to improper prevention measures during storage or use
- e. Corrosion due to environmental damage (including ocean spray); airborne fallout (chemicals, tree sap, etc.) or other atmospheric conditions or act of nature
- f. Corrosion due to improper use, misuse or abuse including insufficient care and maintenance

This warranty does NOT cover malfunction or failure of the SmartPTO due to the following events induced or caused by the purchaser or other third party:

- o Alteration or modification of any part of the SmartPTO or assembly or combination of any part of the SmartPTO with any third-party item
- o Misuse or negligent use of the SmartPTO, including but not limited to purchaser's or a third party's failure to follow Viatec's operating manual.
- o **IMPORTANT NOTE: FAILURE TO CHARGE OR MAINTAIN ELECTRICAL CHARGE OF SMARTPTO BATTERIES BEFORE OR DURING PERIODS OF NON-USE MAY RENDER BATTERIES PERMANENTLY INOPERABLE.**
- o Intentional or accidental Strikes or Collisions from objects on truck or while the host vehicle is in operation
- o Acts of Nature
- o Neglect or Failure to perform the Preventative Maintenance outlined in the maintenance documentation for the SmartPTO
- o Unauthorized use or operation outside of the terms and conditions of the applicable contract
- o Improper installation, maintenance and repair
- o Intentional acts of destruction, tampering or vandalism

Class C: Options or Accessories

Warranty for any option or accessory shall be that of the original manufacturer including but not limited to Air Conditioning, Heating, External battery charging equipment, Battery warmers, or mounting hardware. Viatec will make a good faith effort to assist the purchaser with warranty matters during the first 90 days after the SmartPTO system is placed in service.

For the avoidance of doubt, this warranty does not include the replacement of normal maintenance items including, but not limited to, hydraulic fluid, hoses, bulbs, switches or any consumable items that are the sole responsibility of the purchaser.

The start of the Standard Limited SmartPTO Warranty term is the date of acceptance of each SmartPTO in accordance with the terms of the applicable purchaser or reseller contract and shall be no later than the initial in-service date of SmartPTO subject to the Warranty Activation Process as described in Appendix A.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, VIATEC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Viatec administers the warranty process and all warranty claims are at the sole and absolute discretion of Viatec. See Appendix B - Warranty Claims

In connection with any claim brought under this limited warranty, the purchaser must provide the failed component along with the proper documentation and warranty claim form. Viatec will perform an inspection of the failed component and supporting documentation to make a claim determination. Viatec will not provide any compensation, labor, repairs, or replacement part to the purchaser without the above documentation.

Appendix A - WARRANTY ACTIVATION

Viatec reserves the right to deny any warranty claim if the warranty has not been activated. Activation requires installation and start-up verification by the installer or Viatec. Warranty activation is waived for qualified dealers and distributors by Viatec's written authorization.

Installation verification: The installer must complete the on-line installation checklist and upload pictures of the installation as described in the checklist. Alternatively, pictures of the installation may be e-mailed to Viatec.

Operation verification: Operation is verified by Viatec. Viatec will schedule and monitor operation of the SmartPTO system after installation in person or by remote telemetry within 7 business days after receiving Installation verification

Appendix B – WARRANTY CLAIMS

A warranty claim form is obtained from Viatec. Allowable shop labor rates, technician travel, third party parts and materials rates and limitations are:

- Shop labor \$85/hour – 6 hours maximum per claim
- 3rd party parts up to \$1000 per claim
- Materials up to \$250 per claim
- Technician travel up to \$500 per claim

In the event Viatec agree the SmartPTO system should be returned, Viatec shall pay or offset freight charges up to \$1000 per claim and removal costs per the schedule above

Reimbursement may be made in the form of account credits or in cash and will be negotiated in good faith at the time. An itemized invoice for any warranty claim must be submitted to Viatec to receive any credit or payment.

A Warranty Claim Form will be forthcoming shortly.