



ARE TELECOM INCORPORATED STANDARD WARRANTY

ARE Telecom Incorporated (“ARE Telecom, Inc.”) warrants to purchasers of its products, including Original End Users of its Products (collectively “Purchaser”), that ARE Telecom, Inc. Towers and Tower Accessories (the “Product”) are free from defects in material and workmanship and are, in the case of products not designed by Purchaser, suitable to perform the function for which they are designed, for five years from the date of purchase (“Warranty Period”). ARE Telecom, Inc.’s liability shall be limited to the repair or replacement, at ARE Telecom, Inc.’s sole and absolute discretion, of any Product which is defective under normal and proper installation, usage and maintenance. This warranty does not extend to Product failure occasioned by improper shipping, storage, installation, use of turbines not approved for the Product, collision, fire, earthquake, or other forces, or a combination of such forces. This warranty does not apply to (i) products or components not manufactured for or by ARE Telecom, Inc., or (ii) defects in design or suitability for products designed in whole or in part by Purchaser, except for those Products designed by ARE Telecom, Inc. on behalf of Purchaser, and certified by a professional engineer as able to meet the requirements of the intended turbine installation.

Limited Transferability

This warranty may be transferable to the Original End User of the Product provided that: (i) the Original End User is the original end user of the product and as such will be responsible for the initial use and initial installation of the Product (“Original End User”), (ii) the Original End User notifies ARE Telecom, Inc. in writing, or completes an online registration, to register this warranty within thirty (30) days after purchase of the Product; and (iii) the Original End User complies with all other terms and conditions set forth in this Standard Warranty. Failure to notify ARE Telecom, Inc. and register the warranty will render this warranty null and void.

Terms and Conditions of Warranty

Express conditions of this warranty shall be: (1) within thirty (30) days after delivery of the Product, Purchaser must conduct an initial inspection of the Product and report any warranty claims (“Claim Notice”) to ARE Telecom, Inc., (2) thereafter, Purchaser must provide written notice to ARE Telecom, Inc., within the Warranty Period, of any Claim Notice; and (3) Purchaser must provide, with the Claim Notice, a report providing all available information and details on conditions prevailing at the time of failure, including inspection records, if any, and proof of purchase. Failure to inspect Product, provide written notice of a warranty claim, or to provide ARE Telecom, Inc. with the required data during the Warranty Period, will constitute acceptance of the Product and waiver of all warranty and other claims. ARE Telecom, Inc. reserves the right to inspect conditions of usage and field application of Product and request further information to complete its

investigation. ARE Telecom, Inc. may, at its sole and absolute discretion, elect to repair or to replace a Product covered hereunder. ARE Telecom, Inc. reserves the right to substitute another product or components of like or better quality as a replacement at ARE Telecom, Inc.'s sole discretion. In all cases, replacement Products will be delivered to the installation location and installed at ARE Telecom, Inc.'s cost.

This warranty will be void if: (1) at the time of purchase, Purchaser failed to provide accurate technical data regarding Purchaser's proposed design needs or proposed use of the Product; (2) any unauthorized alteration or modification of any Product part or component has been made by Purchaser or by any third party; (3) if the installation, usage, or maintenance of the Product was, at the time of failure or prior to that time different from normal installation, usage or maintenance as specified by relevant technical data; and/or (4) the Product was not properly installed according to specifications or used with a turbine not designed for the Product.

EXCEPT FOR THE FOREGOING WARRANTIES, ARE TELECOM INCORPORATED HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR ANY OTHER COMPARABLE STATE STATUTE.

THE LIABILITY OF ARE TELECOM INCORPORATED, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT SHALL NOT BE GREATER THAN THE REPLACEMENT COST AS DESCRIBED ABOVE, OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL ARE TELECOM INCORPORATED BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF LOSS OF PRESENT OR PROSPECTIVE PROFITS, OR ANY REASON WHATSOEVER.