

Limited Warranty Statement

IMPORTANT: All Customers should read this prior to and at the time of Tower System purchase.

Heights Tower Systems (hereafter 'HTS') warrants the following to be free of defects in material and workmanship, under normal, recommended use and excluding normal wear items for the following periods:

STRUCTURAL WARRANTY FOR TOWERS:

Twelve (12) months after delivery date for Stacked Towers and Six (6) months after delivery date for Telescoping Towers. This warranty covers integral structural welds, fasteners, base and structural material. Positioning tack welds are not included, nor are 'cosmetic blemishes' or any other superficial effect not deemed detrimental to the function of the tower system.

Warranty does not cover any customer provided appurtenances of any kind, such as mounts for antennas or any type of mount, wire antennas, signs, lights, bolts and fasteners not specifically placed or attached in a certain location as per factory design.

Equipment mounted on top or to side of tower sections for any purpose: radio, TV or any other kind of antennae, lighting, cameras, or any instrumentation of any kind, is not covered by this warranty.

Any modification, 'improvement', add-ons or any changes made to the structural elements of Heights tower systems without the express written approval from the factory will null and void all warranties.

IMPORTANT: To activate your warranty, you must take a discernable photo or video of the actual antenna mounted on the tower to show that you are within the required wind load capability of your tower configuration. Upon receiving this information, we will activate your warranty from the date of delivery. You **MUST** submit this information for your warranty to be activated

MECHANICAL WARRANTY:

Twelve (12) months after delivery date for Stacked Towers and Six (6) months after delivery date for Telescoping Towers. Warranty does not give full coverage on any failure during this time period, but is limited to the repair and replacement of parts and/or sub-assemblies provided by HTS. Alteration or major modification of any electrical or mechanical component without express written factory approval and pre-authorization will automatically void any and all related warranties. Usage of the tower system or part of the system that does not conform to our Instructions and recommended usage will also void any and all warranties.

The same exclusions and limitations of the structural warranty apply to mechanical issues.

IMPORTANT!: These tower systems should NEVER be used for the physical support or movement of human persons. Injury or death may result if towers are climbed or operated while in the extended or erect or suspended position. Only trained tower personnel should consider climbing the tower.

GENERAL OPERATION WARRANTY:

Our general tower kits and equipment are warranted to operate smoothly and without problems for twelve (12) months after shipment date. Should any problems arise that are not answered in equipment instructions, Customer should call or email HTS service immediately. HTS will give instructions on how to resolve the problem. If HTS's advice and instructions are not followed, any warranty on tower system will be void. Customer should allow up to 18 hours for a response time on Mondays through Fridays, excluding normal U.S. holidays, and up to 72 hours if inquiry is on a weekend (Friday evening to Sunday evening in U.S.).

OTHER WARRANTIES:

Warranties for motors, winches and other special equipment and components provided with your Heights Tower System, shall have the same warranty as provided by their original manufacturer, a copy of which will be included with HTS product kit purchase. Modification of motors or winches, outside of HTS or equipment manufacturer's instructions will void any warranties. Proper electrical supply must be maintained for motors to operate at specified capacity. Voltage and electrical readings must not deviate more than 5% from the stated, required voltage service on any motor system at the point of input in to that motor.

OVERRIDING DOCTRINE OF 'ORIGINAL ENSEMBLE':

Customer must use original parts, components and sub-systems provided with tower to maintain warranties. Substitution with customer preferred or selected parts, components or other elements in the complete tower system without express written factory approval shall not be allowed and will void any structural or mechanical warranty, including wind-load ratings. Customer must accept and use HTS' recommendation of top aluminum masts, HTS' aluminum antenna mounts, HTS' selected antenna thrust bearings, original HTS' nuts, bolts & fasteners, any accessories or appurtenances, in order to activate and enforce warranty. Any deviation or exception from the usage of original recommended accessories, sub-assemblies, parts, etc. must be pre-approved by HTS in writing in order to maintain any and all warranties, either mechanical, structural or relating to operating parameters of towers. Customer shall not add other items or parts to the tower without HTS' express written approval for each and any additional mounted or related items; the unauthorized use or attachment of such will void all warranties.

INSTRUCTIONS, EXCEPTIONS AND EXCLUSIONS:

Making a Claim: Notice of any claim under this Warranty Statement must be presented to HTS before the warranty expiration date and within ten (10) days of the date of discovery. The warranty claim should include the Customer Order # and/or Customer/Purchaser name, date of purchase, address, phone; email address. Claim should also include specific description of problem with the following elements: the part # , serial # (if applicable), reason for claim, original date of installation, dates of re-installation (if applicable), time and cycles on the units, and a reasonable turnaround time requested. By reasonable, expectation for parts shippable by UPS is 7-21 days, depending on the part; for standard size sections and most welded accessories, expected reasonable ship time is 10-21 days. Replacement time may be lengthened due to shortage or delay of raw materials from other vendors or suppliers; if this is the case HTS will communicate to customer the expected waiting period shortly after receiving claim.

MODE OF RESOLUTION AND TRANSPORT:

Upon review of claim, HTS will determine whether the parts or sections will be repaired or replaced. If repairable, customer will be instructed on the best way to ship damaged part, either by freight or parcel carrier. HTS may have specific instructions on packaging or choice of carriers, so customer should wait for HTS to instruct them on the transport. No UNAUTHORIZED RETURNS should ever be shipped by freight; this will void any warranty, and may not be accepted. Should the warranty claim fall within the covered time period, HTS will prepay the return delivery, via our selected carriers and methods. A new warranty is NOT established for the repaired or replaced Equipment; warranty time period only continues from original shipment date unless expressly extended in writing by Heights Tower Systems.

Heights Tower Systems is in no way obligated to follow or conform to customer specific preferences or stipulations when resolving disputes. Heights Tower Systems reserves the rights summarized below:

- 1) the right to select own methods in seeking to repair or replace any and all damaged, defective or out-of-warranty parts, components or sections.
- 2) the choice of contractors, sub-contractors, employees or any other labor to perform a warranty claim shall at all times be retained and exercised by HTS and will conform only to HTS' standards, requirements and preferences.
- 3) All transportation expenses of material or personnel, not paid in full by the customer (non-refundable), shall strictly remain the choice of HTS at all times.

Equipment that has been subjected to misuse, neglect, damaged by accident, rendered defective by improper installation, removal, operation, or maintenance by a person other than an HTS employee or contractor, are not covered by any warranty. HTS shall not be responsible for equipment removal, examination, analysis, reinstallation, or transportation performed by the Customer or any other person or entity. It is expressly understood and agreed that HTS, its officers, employees or agents shall not be liable to Customer, whether by way of indemnification, contribution or otherwise, for consequential, incidental, exemplary, or punitive damages, or economical loss of any nature whether arising out of, or relating to this Warranty Statement and its services. The warranties contained herein and HTS' liability for the performance of Services are expressly in lieu of , and Customer hereby waives, any and all other warranties, agreements, guarantees, conditions, duties, obligations or liabilities, express or implied, arising by operation of law or otherwise (including, without limitation, the warranties of merchantability or fitness for use and implied warranty arising by usage or course of dealing) with respect to the quality of HTS' performance of Services. Except as

expressly provided under this Warranty, Customer hereby waives and releases HTS from any other obligation or liability arising out of any claimed defect in any product or Service provided hereunder, whether in contract, tort or any other form of action. The total damages that Customer may be entitled to recover against HTS in the event of a breach of the foregoing warranties by HTS shall not exceed the reasonable costs incurred by Customer in performing or having performed the warranty work.

DISPUTES:

Any unresolved customer dispute regarding Heights Tower Systems' products and service shall be brought to Binding Arbitration in the State of Florida, in Escambia County, within 180 days of failure to reach a mutually agreed upon resolution. Customer will be responsible for their own legal representation, if any, and all associated costs, including transportation. However, HTS will pay a total of 65% of the direct Arbitration hearing fees. Customer is responsible for remainder of their part of arbitration fees in addition to additional legal or transportation costs. Cases not brought to arbitration within that time frame shall be considered resolved by default and any potential claim will be dropped and considered null, void and/or moot.

This Limited Warranty Statement gives the Customer specific legal rights. The Customer may also have other rights which vary from state to state in the United States, from province to province in Canada, and from country/region to country/region elsewhere in the world. To the extent this Limited Warranty Statement is inconsistent with local law, this Statement shall be deemed modified to be consistent with such local law. Under such local law, certain disclaimers and limitations of this Statement may not apply to the Customer.

HTS recommends each tower to a specific Customer with all parts working together as a whole integrated unit. Each element, component or part of a tower system has its own purpose, function and capacity and operates in conjunction with other parts. Each part may have a function to support other parts or the whole tower system. If a part or component is removed from the overall system, the overall system will suffer in performance or capacity. If a part's use or function is exaggerated or overly relied upon to do the work of other system parts, the overall system will become imbalanced and will also not be able to function at its maximum capacity. HTS designs and is responsible for determining which parts perform certain functions and how they relate to the other parts. The replacement of any individual part may have effects on any other part or group of parts. For tower warranties to be maintained, the original choice of HTS selected parts and components should be respected at all times.