



WARRANTY

Landa Mobile Systems ®LLC hereinafter referred to as (“LMS”), warrants original purchaser to be free of defects in material, and workmanship for a period of two (2) years from the date of purchase and upon completion of the [warranty registration form](#). Warranty does not extend to any components not manufactured by LMS, however, shall not limit any warranties of component parts which may extend to the buyer.

Tower Trailer, Structural Outrigger and Tower tilt assembly have a lifetime warranty, not including standard wear items i.e. electrical, brakes, tires, bearings, jacks, rubber, and plastics).

All claims for defects in material and workmanship shall be made in writing to LMS within 30 calendar days of the delivery of such defects. Failure to provide notice shall be conclusive evidence product was in complete conformity with the warranty. LMS then shall be released from any and all liability relating to the product. If deemed by LMS to be defective in material or workmanship, the product will be replaced or repaired at the sole discretion of LMS free from all charges except shipping and related charges connected to authorize transportation.

LMS shall not be responsible for any damage resulting in or caused by its products by reason of improper installation, improper storage, and the incorrect voltage applied to electrical components. Alteration of product, neglect, abuse inconsistent with its design, accidents, acts of God, failure to maintain the product. Failure to strictly adhere to an engineering deployment plan, and manual provided, force majeure, environmental factors, abrasive materials, lightning, improper voltage supply, mishandling or misapplication. Coatings applied to prevent and or reduce corrosion are not covered under this limited warranty.

In the event that any Tower Product is altered or repaired by anyone other than an authorized LMS repair representative without prior written approval by LMS, the warranty shall be void. Accessories, equipment or materials attached to, placed upon, or used in connection with any Tower Product are not covered under warranty and LMS expressly disclaims any warranty with regard thereto. Any warranty applicable to such accessories, equipment, or materials shall be limited to that which is provided by the original manufacturer thereof.

A new Warranty Period will not be established for any Tower Product by reason of repair or replacement pursuant to this limited warranty. Such items shall remain under warranty only for the remainder of the Warranty Period as determined by the original shipping date of the applicable Tower Product.

LMS warranty is in lieu of all other warranties, and no representations. Guarantees or Warranties, express or implied including, but not limited to a warranty of merchantability or fitness for a particular purpose arc made by LMS in connection with the manufacture or sale of its products.



No employee. A distributor or representative is authorized to change this warranty in any way or grant any other warranty on behalf of LMS. The remedies of Buyer set forth herein are exclusive and are in lieu of all other remedies, the liability of LMS whether, in contract, tort under any warranty or otherwise shall not extend beyond its obligation to repair or replace, at its option, any product or part found by LMS to be defective in material and or workmanship. LMS shall not be liable for the cost of installation, removal, or be responsible for direct, indirect special or consequential damages of any nature.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE TOWER PRODUCTS. REPAIR OR REPLACEMENT IN THE MANNER PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER FOR BREACH OF WARRANTY AND SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF LMS WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE TOWER PRODUCTS. IN NO EVENT SHALL LANDA MOBILE SYSTEMS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE PURCHASER OR ANY THIRD PARTY ARISING OUT OF THE MANUAL OR THESE TERMS AND CONDITIONS OR ANY DEFECTIVE TOWER PRODUCT WHETHER THE DEFECT IS WARRANTED AGAINST OR NOT, WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ANY AMOUNT EXCEEDING THE PURCHASE PRICE OF THE TOWER PRODUCT. THE PURCHASER'S SELECTION OF TOWER PRODUCTS FOR THE PURCHASER'S SPECIFIC APPLICATION. FAILURE OF THE TOWER PRODUCTS TO MEET GOVERNMENT OR REGULATORY REQUIREMENTS WHICH MAY BE APPLICABLE IN CERTAIN LOCATIONS. LABOR PERFORMED IN CONNECTION WITH REMOVAL AND REPLACEMENT OF THE TOWER PRODUCT, AND/OR LOSS OF INCOME OR ANY OTHER LOSS INCURRED BECAUSE OF INTERRUPTION OF SERVICE OR USE.