

## EXHIBIT "B"

# LIMITED WARRANTY

## of ROBOVENT PORTABLE PRODUCTS (Ventboss, Procube, and Clarion Product Lines)

### Effective August 1, 2024

1) **Limited Warranty.** Subject to all of the exclusions, conditions, disclaimers, obligations, and limitations set forth in this Limited Warranty ("**Limited Warranty**"), RoboVent Solutions Group, Inc. doing business as RoboVent Inc. (hereinafter "**RoboVent**") warrants to the original purchaser ("**Client**") of RoboVent's Ventboss, Procube, and Clarion product lines of portable dust collectors ("**Portable Product Lines**") that commencing on the date of shipment of the Portable Product Lines to the Client ("**Effective Date**"):

- a) **Portable Cabinet.** The cabinet housing the Portable Product Lines (hereinafter "**Portable Cabinet**") will be free from defects in materials and workmanship for one (1) year from the Effective Date ("**Portable Cabinet Warranty**");
- b) **Portable Fire Suppression Systems.** The fire suppression systems housed within the Portable Cabinet ("**Portable Fire Suppression Systems**") will be free from defects in materials and workmanship for thirty (30) days from the Effective Date ("**Portable Fire Suppression System Warranty**");
- c) **One Year Warranty for Portable Equipment Parts.** Specifically excluding the Portable Fire Suppression Systems, the components of the Portable Product Lines housed within the Portable Cabinet (such components collectively referred to herein as the "**Portable Equipment**") will be free from defects in materials and workmanship for a period of one (1) year from the Effective Date (the "**One Year Portable Equipment Warranty**");
- d) **No Labor Warranty.** The Portable Cabinet Warranty, the Portable Fire Suppression System Warranty, and the One Year Portable Equipment Warranty (collectively, the "**Portable Warranties**") are for products and materials only and expressly exclude any and all costs of labor needed to perform under the Portable Warranties ("**Labor**"). RoboVent does not warrant any Labor on Portable Product Lines. Client shall absorb and be responsible for the prompt payment of all Labor costs in relation to the Portable Warranties at RoboVent's then applicable labor rates.

The Portable Warranties constitute RoboVent's entire and exclusive liability for any claim, loss, or damage for breach of warranty in connection with the Portable Cabinet, the Portable Fire Suppression Systems, and the Portable Equipment (the Portable Cabinet, the Portable Fire Suppression Systems, and the Portable Equipment are sometimes collectively referred to herein as the "RoboVent Portable Products"). For the avoidance of doubt, the defined term "Portable Equipment" as used herein excludes the Portable Cabinet and the Portable Fire Suppression Systems. Notwithstanding any other provision herein, if in the future RoboVent modifies or updates the Portable Warranties, such modified or updated warranties will apply to the RoboVent Portable Products, and the term "Portable Warranties" as used in this Limited Warranty shall mean the warranties as so modified or updated.

- 2) **Exclusions to the Portable Warranties.** All of the following exclusions apply to the Portable Warranties:
  - a) **Consumables.** The Portable Warranties expressly exclude consumable items and items requiring repair or replacement due to normal wear-and-tear such as fuses, light bulbs, filters, gaskets and other perishable items

("Consumables"). All Consumables are sold by RoboVent to Client on an AS-IS, WHERE-IS basis without warranty, and RoboVent hereby disclaims any warranty for all Consumables sold or included in the RoboVent Portable Products.

- b) **Lifts.** The Portable Warranties expressly exclude all aerial lifts, forklifts, and rigging equipment associated with the use of the RoboVent Portable Products, and Client shall pay all such costs incurred in a claim under the Portable Warranties or otherwise.
  - c) **Modifications, Abuse, and Misuse.** The Portable Warranties expressly exclude any damages or defects in the RoboVent Portable Products resulting from unauthorized modification(s) to the RoboVent Portable Products, abuse, or use of RoboVent Portable Products not in accordance with the applicable Owner's Manual.
  - d) **No Client Site Warranty Repair.** On-site warranty repair at Client's site is expressly excluded from the Portable Warranties.
  - e) **Exclusivity of Portable Warranties and Other Exclusions.** THE "PORTABLE WARRANTIES" ARE EXCLUSIVE, ARE MADE ONLY TO CLIENT, AND DO NOT COVER:
    - i) THE EFFECTS OF ABRASION, CORROSION, EXPLOSION, EROSION OR CHEMICALS, DUST ACCUMULATION, NORMAL WEAR AND TEAR, MODIFICATIONS TO OR MISAPPLICATION OF THE PORTABLE CABINET, THE PORTABLE FIRE SUPPRESSION SYSTEMS OR THE PORTABLE EQUIPMENT, OR OTHER DETERIORATION; OR
    - ii) DEGRADATIONS OF THE PORTABLE CABINET, THE PORTABLE FIRE SUPPRESSION SYSTEMS, THE PORTABLE EQUIPMENT, OR PARTS THEREOF DUE TO THE PHYSICAL ENVIRONMENT WHERE THE ROBOVENT PORTABLE PRODUCTS ARE LOCATED OR USED, OR DUE TO ELECTRICAL OR ELECTROMAGNETIC NOISE ENVIRONMENT OR ABNORMAL CONDITIONS OF TEMPERATURE OR DIRT.
  - f) **Freight, Import and Export Costs Excluded.** All freight costs, and customs, import and export fees and duties are expressly excluded from the Portable Warranties as set forth in paragraph 5) c) below.
- 3) **Conditions to Portable Warranties.** The Portable Warranties are subject to the following conditions, all of which must be satisfied for any of the Portable Warranties to be valid.
- a) **Notice Required.** If the RoboVent Portable Products, or any part thereof, fail to meet any of the applicable Portable Warranties, then Client shall, upon discovery of such defects, promptly (and in any event no later than twenty (20) days after discovery of the defects), notify RoboVent in writing of such defects.
  - b) **Proper Maintenance, and Operation Required.** The Portable Warranties are conditioned upon all RoboVent Portable Products being properly maintained and operated. The Portable Warranties only apply to such RoboVent Portable Products that are so properly maintained (with proper written maintenance documentation and records kept by Client evidencing all required maintenance and filter replacements with filters approved by RoboVent ("**RoboVent Approved Filters**") and operated under normal conditions, all in accordance with the applicable Owner's Manual. A copy of the Owner's Manual has been provided to the Client, who acknowledges receipt of such Owner's Manual. A copy of the maintenance records requirements is located at [[Monthly PM Checklist](#) and [Monthly Sign-off Sheet Instructions](#)], and are incorporated herein by reference. Proper maintenance of the RoboVent Portable Products includes, without limitation, Client's ongoing and proper removal and disposal of all dust.
  - c) **Replacement Parts and Filters.** The Portable Warranties are conditioned upon Client using new and original replacement parts approved by RoboVent ("**RoboVent Approved Replacement Parts**") and RoboVent Approved Filters. FAILURE TO USE NEW AND ORIGINAL ROBOVENT

APPROVED REPLACEMENT PARTS AND ROBOVENT APPROVED FILTERS VOIDS THE PORTABLE WARRANTIES.

- d) **Full Payment Required.** The Portable Warranties apply only to RoboVent Portable Products for which Client has fully paid RoboVent. The Portable Warranties are further conditioned upon all accounts payable to RoboVent from Client being current at the time of a claim under any of the Portable Warranties.
- e) **Compliance with Contract Documents.** The Portable Warranties are conditioned upon Client having complied with all of the Contract Documents (as defined in paragraph 6) below). The Portable Warranties are further subject to the limitation of liability and other provisions set forth in the applicable "Terms and Conditions" (as defined in the following sentence). This Limited Warranty is issued in accordance with the Terms and Conditions of Sale [ROBOVENT SOLUTIONS GROUP, INC. TERMS AND CONDITIONS OF SALE] located at <https://www.robovent.com/terms-and-conditions-of-sale> (the "Terms and Conditions"), which are hereby incorporated by reference. The Limited Warranty and the sale and of the RoboVent Portable Products covered by this Limited Warranty shall be governed by the Terms and Conditions.
- 4) **DISCLAIMERS AND WAIVERS OF IMPLIED WARRANTIES.** THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT FOR THE "PORTABLE WARRANTIES" IN THIS LIMITED WARRANTY, ROBOVENT SPECIFICALLY AND EXPRESSLY DISCLAIMS:
- a) ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, (WHETHER BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND
- b) ANY WARRANTY FOR LABOR OR CONSUMABLES.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROBOVENT OR ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, DEALERS, DISTRIBUTORS, OR ANY OTHER PERSON, WHETHER BEFORE OR AFTER THE DATE OF THE AGREEMENT FOR THE SALE OF THE ROBOVENT PORTABLE PRODUCTS ("SALE'S CONTRACT"), SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE "PORTABLE WARRANTIES" IN THIS LIMITED WARRANTY.

- 5) **RoboVent's Obligations under the Portable Warranties.**
- a) Provided Client complies in full with all of the conditions and obligations under this Limited Warranty and with the Contract Documents (as defined in paragraph 6) below) and after RoboVent has been given adequate opportunity to remedy any defects in material or workmanship under the applicable Portable Warranties, RoboVent may, at its sole discretion:
- i) provide Client a credit ("**Credit**") or refund ("**Refund**") for the applicable portion of the purchase price for the warranted and defective RoboVent Portable Products;
- ii) repair the warranted and defective RoboVent Portable Products at RoboVent's facility, with all Labor and freight costs (both outbound and return) for such repair paid by Client ("**Repair**"). In such event, RoboVent will quote a Labor price to Client prior to performing any Repairs; or
- iii) replace the warranted and defective RoboVent Portable Products with all freight costs (both outbound and return) for such replacement paid by Client ("**Replacement**").
- b) RoboVent is obligated for such Credit, Refund, Repair, or Replacement only after Client returns the alleged defective and warranted RoboVent Portable Products to RoboVent with Client paying all shipping costs, and only if RoboVent, in its sole discretion, finds the RoboVent Portable Products

to be defective in materials or workmanship under the Portable Warranties. Credit, Refund, Repair, or Replacement, as solely determined and selected by RoboVent, shall be the full extent of RoboVent's liability to Client under any of the Portable Warranties. ROBOVENT'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO, AND ONLY TO, SUCH CREDIT, REFUND, REPAIR, OR REPLACEMENT, AT ROBOVENT'S SOLE DISCRETION AND DETERMINATION.

- c) Notwithstanding any other provision in this Limited Warranty, any and all freight costs, customs' duties and fees, import duties and fees, or export duties and fees incurred in a Credit, Refund, Repair, or Replacement, whether shipped to or from Client's facility or to or from RoboVent's facility, shall be paid by Client. RoboVent shall have no obligation to pay any such costs, duties and fees, and all such costs, duties and fees are expressly excluded from the Portable Warranties. Client shall bear all "risk of loss" for the RoboVent Portable Products during shipping, whether inbound or outbound.
- d) If Client makes a warranty claim after the expiration of the Portable Warranties, RoboVent will repair the unwarranted RoboVent Portable Products at RoboVent's facility with all repairs (Labor and parts), freight costs (both outbound and return), and import or export duties or fees being paid by Client. Upon receipt of the RoboVent Portable Products, RoboVent will provide Client a quote for Labor and parts prior to commencing any needed unwarranted repairs.
- 6) **NO SPECIAL OR CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE SALE'S CONTRACT, IN ANY OTHER AGREEMENT OR DOCUMENT, IN THE TERMS AND CONDITIONS, OR IN THIS LIMITED WARRANTY (collectively the "CONTRACT DOCUMENTS"), IN NO EVENT SHALL:
- a) ROBOVENT BE LIABLE IN CONTRACT, TORT, STRICT LIABILITY, PRODUCTS LIABILITY, OR ON ANY OTHER BASIS TO CLIENT, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOSS OF CLIENT GOODWILL, DELAY DAMAGES, BUSINESS INTERRUPTION COSTS, OVERHEAD COSTS, COSTS OF CAPITAL, FREIGHT COSTS, IMPORT AND EXPORT DUTIES AND FEES, TARIFFS, CUSTOMS' DUTIES OR FEES, OR LOSS OF USE OF MONEY, ALL OF WHICH ARE WAIVED BY CLIENT;
- b) ROBOVENT'S MAXIMUM TOTAL LIABILITY TO THE CLIENT UNDER THIS LIMITED WARRANTY AND THE CONTRACT DOCUMENTS EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO ROBOVENT FOR THE PARTICULAR ROBOVENT PORTABLE PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES;
- c) ROBOVENT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES FROM THE RESULT OF FIRE, EXPLOSION, DEFLAGRATION, OR A DUST BYPASS EVENT IN THE AIR FILTRATION SYSTEM, REGARDLESS OF THE CAUSE THEREOF, INCLUDING BUT NOT LIMITED TO CLIENT'S PROCESS EQUIPMENT, COLLECTION HOODS, DUCTWORK, SPARK ARRESTANCE SYSTEMS, OR THE AIR FILTRATION DEVICE SUPPLIED BY ROBOVENT OR OTHERS. THOUGH FIRES IN THE ROBOVENT PORTABLE PRODUCTS ARE RARE AND ROBOVENT'S ENGINEERED SYSTEM DESIGN ALONG WITH PROPER PREVENTIVE MAINTENANCE AND SERVICE WITH ROBOVENT'S SKILLED TECHNICIANS WILL MITIGATE RISK, FIRES CAN STILL OCCUR. ALL COSTS ASSOCIATED WITH A FIRE ARE SOLELY THE CLIENT'S OR END USER'S RESPONSIBILITY; OR
- d) ROBOVENT BE, IN ANY WAY, LIABLE FOR CLIENT'S EMPLOYEES' HEALTH OR OTHER SAFETY CLAIMS OR CONCERNS.

THE PORTABLE WARRANTIES ARE FURTHER SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS OF THE TERMS AND CONDITIONS RELATED TO THE ROBOVENT PORTABLE PRODUCTS LINKED IN THE WEB ADDRESS SET FORTH IN PARAGRAPH 3) e) ABOVE.

- 7) **Severability.** If any term of this Limited Warranty is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability with all other terms hereof remaining in full force and effect, and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and unenforceable term.