

Limited Manufacturer Warranty

Limited Warranty: Exclusion of Third Party Components. Subject to the terms, conditions and limitations contained herein, 360 Yield Center, LLC ("Manufacturer") warrants only to the original purchaser ("Buyer") of Manufacturer's products that the products will not fail to operate in accordance with its specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal use, wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component"). In order for the foregoing limited warranty to apply, you or the seller of the product must promptly register the product with Manufacturer after the purchase date.

DISCLAIMER. MANUFACTURER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS. MANUFACTURER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND MANUFACTURER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. **FURTHER, MANUFACTURER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO THE PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.** MANUFACTURER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. EXCEPT AS SET FORTH IN THE FIRST PARAGRAPH ABOVE, ALL PRODUCTS ARE SOLD "AS IS" WITH ALL FAULTS.

Terms and Conditions of Warranty. The limited warranty set forth above shall be null and void if (a) a product is not properly installed or is not used in the manner intended for the product, (b) any alterations or modifications are made to a product, (c) any repairs are made to a product which are not authorized by Manufacturer in writing, d) the product is not properly registered or any failure of a product to comply with the above limited warranty is not reported to Manufacturer in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not maintained or operated in strict compliance with the terms and conditions set forth in any manual for the product, (h) a product is neglected, abused or damaged, (i) Buyer fails to deliver the product to Manufacturer for inspection and testing if requested by Manufacturer or Buyer disposes of the product or any part or component without Manufacturer's written consent, or (j) such failure of the limited warranty results from a failure of any third party component.

Course of Dealing; Course of Performance; Usage of Trade. No course of dealing or course of performance of Manufacturer with respect to the products and no usage of trade shall be considered in interpreting this warranty and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimers or limitation of the limited warranty or disclaimers contained in this warranty. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Manufacturer or its dealers which is not set forth in this warranty shall be considered a representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.

Exclusive Remedies for Breach of Warranty. The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Manufacturer by law, if any, shall, at the election of Manufacturer, in its sole discretion, be either (a) the repair or replacement of the product or component which failed to comply with such warranty or (b) the refund of the purchase price of the product. Except as provided below, any repair or replacement shall carry the same warranty as the original product but only for the remainder of the original warranty period. Buyer's exclusive remedy with respect to any claim arising out of or as a result of third-party component shall be against the third-party manufacturer.

Warranty Claims; Notice Requirement; Limited Time to Bring Claims. Any and all claims under the above limited warranty shall be made to Manufacturer only in writing through your place of purchase (dealer) and not later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period. Any claim made after such period shall be null and void. After receiving written notice of the warranty claim, Manufacturer shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Manufacturer may require Buyer to return any product or component thereof which Buyer claims to be defective to Manufacturer at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Manufacturer without Manufacturer's prior written authorization. If a product which is returned is determined by Manufacturer in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Manufacturer in its sole discretion to have failed to comply with the limited warranty, Manufacturer shall repair or replace the product or part (or refund the purchase price if so elected by Manufacturer) and Manufacturer shall reimburse Buyer for the reasonable costs of shipping the product to Manufacturer.

Limitation on Liability. If the limited warranty and the above remedy are deemed for any reason to fail their intended purpose, Manufacturer's liability for any failure of any product to comply with any such warranty, together with any and all other liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. **IN NO EVENT SHALL MANUFACTURER BE RESPONSIBLE OR LIABLE TO BUYER**

OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR OR FROM: LOSS OF REVENUE, PROFITS, GOODWILL OR USE OF THE PRODUCT; LOST OPPORTUNITIES; COST OF CAPITAL; OVERHEAD COSTS; COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME COSTS; LOST YIELD; REPLANTING COST, SUPPLIES, DIAGNOSTIC OR INSTALLATION; TRAVEL AND SHIPPING EXPENSES OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH THE PRODUCT REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. Any and all claims that Buyer has against Manufacturer, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

Force Majeure. In addition to and without limiting any of the foregoing, Manufacturer shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of Manufacturer including but not limited to governmental action, acts of terrorism, earthquake, fire, flood, hurricanes or other natural disasters or acts of god, labor conditions, power failures, transportation interruptions or unavailability, fuel shortages, or the unavailability or delay in the receipt of replacement parts or materials from Manufacturer's suppliers.