

Warranty and Limitation of Damages

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InPOWER
the systems people

InPower LLC (hereinafter "InPower") warrants its products to be free from defects in material and workmanship under normal use, care, and maintenance for a period of two (2) years from the date of shipment from InPower.

This warranty shall not apply to any failure or damage due to neglect, lack of maintenance, misuse, abuse, improper installation, improper application, vehicle obsolescence, failure of or damage inflicted by non-InPower equipment, or Acts of God, of any of the products on the part of the Buyer or to any other cause beyond the control of InPower.

Buyer's exclusive remedy in the event that any of InPower's products do not conform to the foregoing warranty shall be the repair or replacement of the defective item or parts within two years from date of shipment. All goods claiming to be nonconforming must be returned per InPower's RETURNS POLICY (CD-03), and will be shipped to InPower's business location, after first receiving a return authorization number from InPower (see CD-03). Such goods will be returned to Buyer, repaired, or replaced at InPower's option within a reasonable time per the terms set forth in the RETURNS POLICY (CD-03). InPower's acceptance of any goods so returned by Buyer shall not be deemed an admission that the goods are nonconforming; and if InPower determines that any goods returned are not defective, or are exempt from this warranty under conditions set forth above, such goods shall be reshipped to Buyer at its expense and Buyer will be charged for shipping charges incurred by InPower.

InPower's obligations under this limited material and workmanship warranty, and Buyer's exclusive remedy, shall be limited solely to the repair, exchange or replacement, at InPower's option under the terms of the RETURNS POLICY (CD-03), of any materials or workmanship which may prove defective under normal use within two years from the shipment date, and which InPower's examination shall disclose to its satisfaction to be defective. InPower's obligations under this Warranty do not extend to coverage of labor, travel, service, or non-InPower repair parts costs incurred.

THE FOREGOING WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. CORRECTION OF NONCONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL OBLIGATIONS OF INPOWER TO BUYER, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE WITH RESPECT TO, OR ARISING OUT OF, SUCH MERCHANDISE.

INPOWER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY INPOWER.

NEITHER INPOWER NOR BUYER SHALL BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF INPOWER WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT OR TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF MERCHANDISE ON WHICH SUCH LIABILITY IS BASED.

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