



POWERTEK LIMITED:

Warrants that all products furnished under a valid Order which are manufactured by Seller will conform to final specifications, drawings, samples, and other written descriptions approved in writing by the Seller, and will be free from defects in materials and workmanship for the warranty periods set forth below. The warranty period shall run from time the product is invoiced/shipped, even in the event that the Seller installs the equipment or supplies technical direction of installation by contract. Parts replaced or repaired in the warranty period shall carry the unexpired portion of the original warranty.

Warranty Coverage

- Basic Power Strips – **Lifetime.**
- SMART PMU, PIM, POM, POS and POMS Power Strips – **Two (2) Years.**

Scope: This Warranty shall be exclusive of any and all other warranties express or implied and may be modified only by writing signed by an officer of the Seller. Accessories supplied by Seller but manufactured by others carry any Warranty the manufacturers have made to Seller which can be passed on to the Customer. Customer has not relied and shall not rely on any oral representation regarding the Product sold hereunder and any oral representation shall not bind Seller and shall not be part of any warranty.

Limitation of Remedy and Liability: Products are not life and safety certified. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE UNITS, OR FROM ANY OTHER CAUSE, EXCEPT AS EXPRESSLY STATED. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER IS NOT LIABLE FOR AND CUSTOMER WAIVES ANY RIGHT OF ACTION IT HAS OR MAY HAVE AGAINST SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, AND FOR ANY DAMAGES CUSTOMER MAY CLAIM FOR DAMAGE TO ANY PROPERTY OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF ITS PURCHASE OR THE USE, OPERATION, OR MAINTENANCE OF THE PRODUCT.

Seller will not be liable for any labor subcontracted or performed by Customer for preparation of warranted item for return to Seller's factory or for preparation work for field repair or replacement. Invoicing of Seller for labor either performed or subcontracted by Customer will not be considered as a liability by the Seller. The liability of Seller hereunder is limited to replacing or repairing at Seller's factory any part or parts which have been returned to the Seller and which are defective or do not conform to such specifications, drawings or other written descriptions; provided that such part of parts are returned by the Customer within 90 days after such defect is discovered. Seller shall have the sole right to determine if the parts are to be returned to the factory for repair or replacement. All items returned to Seller for repair or replacement must be sent freight prepaid to its factory. Customer must obtain Seller's return authorization prior to returning items. The above conditions must be met if warranty is to be valid. Seller will not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication of the item, or for damage due to accident, abuse, or act of God. No person, including any Dealer, Agent, or Representative of Seller is authorized to assume for Seller obligation or liability other than expressly stated herein. Seller grants to end user Customer a nonexclusive, non-transferable, non-sub-licensable.



LIMITATION OF LIABILITY: IN NO EVENT SHALL POWERTEK LTD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION COMPENSATION,

REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE BUSINESS, PROFITS, EXPENDITURES, INVESTMENTS OR OTHER COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE PRODUCTS, COST OF CAPITAL, OR FOR THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, EVEN IF POWERTEK LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ANY DAMAGES THAT POWERTEK LTD IS REQUIRED TO PAY FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, AND REGARDLESS OF THE FORM OF THE ACTION IN THE AGGREGATE, SHALL BE LIMITED IN AMOUNT TO THE PAYMENTS MADE BY THE PURCHASER TO POWERTEK LTD FOR THE SPECIFIC PRODUCTS TO WHICH POWERTEK LTD LIABILITY RELATES.