

## LIMITED WARRANTY; REMEDY; WARRANTY DISCLAIMERS.

**Limited Product Warranty.** QM Power warrants to Buyer that all Product manufactured by QM Power will be free from defects in material and workmanship, and will conform to the QM Power specifications (or to Buyer's specifications if agreed to by both parties in a writing) for a period of two years from date of shipment, provided that:

- A. The Product is returned to Point of Purchase, freight prepaid, after Buyer has provided acceptable documentation, such as batch and lot number, and any additional information required by the Point of Purchase.
- B. The Point of Purchase will deliver to QM Power for examination to determine if such items disclosed were not caused by abuse, improper handling, installation, unauthorized repair, alteration or accident. Modification of Product by any party other than QM Power will invalidate the warranty.
- C. QM Power will notify the customer of results. If Failure was not due to the warranty exclusions, QM Power will remedy per the remedy section herein.

**Warranty Exclusions.** QM Power's Product warranty does not apply to Product, including without limitation components, parts, and materials, that (a) are not manufactured by QM Power; (b) are expendable or consumable parts; (c) have been subjected to: (i) operation in excess of recommended capacity, (ii) inadequate electrical power, air conditioning, or humidity control, (iii) accident or disaster, (iv) neglect, including without limitation, power transients, (v) abuse or misuse, (vi) failure of Buyer to follow QM Power's most recent published operating instructions and Product documentation, (vii) modification or repair by persons other than QM Power, or (viii) use for purposes other than as specified in the Product documentation or most recent published operating instructions; or (d) are not properly stored, installed, maintained, or operated under normal conditions and in accordance with QM Power's recommendations. QM Power's warranty is void and of no effect if the defect has arisen from damages occurring to the Product subsequent to delivery or is related to the use of unauthorized hardware or other equipment. Unless otherwise specified by QM Power in writing, QM Power has no duty to install, inspect, observe, advise or warn as to Product, or as to any other products or conditions located on Buyer's property or work site, at the time of sale, delivery or otherwise. To the extent that Buyer or any of its agents has supplied specifications, information, representation of operating conditions or other data to QM Power that are used in the selection or design of the Product and the preparation of QM Power's quotation, and actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions are null and void. QM Power's warranty does not include: routine maintenance, such as adjustments, cleaning, tightening loose nuts and bolts; performing services connected with relocation of the Product or adding or removing accessories, attachments or other devices; repair of damage due to other than normal wear; electrical work external to the Product; any maintenance of accessories, attachments, or other devices not furnished by QM Power; and any issues resulting from an unsupported service.

**Remedy.** Buyer's sole and exclusive remedy, and QM Power's only obligation for breach of the Product warranty hereunder, shall be, at QM Power's option in its sole discretion, to either (a) repair or replace the defective Product at QM Power's expense using new or refurbished parts, or (b) return such defective Product to QM Power and issue a credit to Buyer in the amount of unit cost of the defective Product. This remedy is conditioned upon notification and substantiation as may be required by QM Power that such Product has been stored, installed, maintained, and operated in accordance with QM Power's recommendations. If onsite repair or installation by QM Power or its designee is required, as solely determined by QM Power, then warranty related services are provided at no additional charge to Buyer. Buyer acknowledges that this exclusive remedy is an essential term in the bargain represented by the Agreement and that such remedy will, in view of the consideration paid to QM Power, operate as a full satisfaction to Buyer for any and all claims related thereto. Buyer acknowledges that if a court of competent jurisdiction or an arbitration panel rules this exclusive remedy does not give Buyer the benefit of its bargain or that such exclusive remedy fails for any reason, then any such ruling with regard to such exclusive remedy or any such failure of such exclusive remedy will not affect or modify in any way any limitation or exclusion of warranties, and all such limitations and exclusions will continue in full force and effect. All warranty claims for Product against QM Power must be brought within the applicable warranty period. Items repaired or replaced under warranty are warranted only for the remainder of the original warranty period.

**Disclaimers.** THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND QM POWER AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT QM POWER HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, QM POWER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN BUYER WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF.

Except for QM Power's express warranties under this Section 5, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use or installation of Products, either alone or in combination with other products or components, and shall indemnify, defend, and hold QM Power harmless for any such loss, damage or injury.