



LIMITED WARRANTY

(Prelude)

- a) The following limited warranty applies only to product that has been paid for in full.
- b) There is no warranty applicable, whatsoever, to product that has not been paid for in full.
- c) The following limited warranty is based upon the product price quote provided to Buyer. A more extensive warranty can be provided by Seller contingent upon Buyer's request to quote the purchase of the product based upon a more extensive warranty.
- d) The following limited warranty covers only the product manufactured by Seller.
- e) The following limited warranty does not apply to and no warranty is provided for oversized units, third party manufactured parts, or installation of the product.

Warranty

Seller's products have been tested in accordance with Seller's specifications. Seller warrants that its products will perform in accordance with Seller's specifications. This warranty shall be provided only for a period of one (1) year after the date of shipping (the 'Warranty Period'). This warranty shall apply only to the original purchaser unless Buyer is authorized by Seller to resell the goods, in which event this warranty shall apply only to the first repurchase.

During the Warranty Period, Seller will promptly replace or repair the goods that do not conform to Seller's specifications or, at Seller's option, refund the purchase price for any nonconforming goods sold to Buyer.

Seller warrants that the product conforms to the drawings and specifications provided to Seller by Buyer (reasonable variances and tolerances not impairing the usefulness thereof shall be allowed); however, SELLER DISCLAIMS ANY LIABILITY RESULTING FROM SUCH INFORMATION, except for the obligation under the warranty provided above to replace or repair the product or, at Seller's option, to refund the purchase price to Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER AND SELLER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY FOR NONCONFORMING GOODS SHALL BE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS OR, AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE TO BUYER. The parties acknowledge that the price of Seller's products would be much greater if Seller undertook more extensive liability. Seller's liability under any circumstances is limited to the purchase price of the product claimed to be defective. Seller shall not be liable for back charges nor for work performed or product delivered by anyone other than Seller in connection with the installed product except when authorized in writing over the signature of an officer of Seller.

This warranty shall not apply to damage resulting from (i) loss or damage in transit, (ii) unreasonable use, (iii) Buyer's negligence, (iv) Installer's negligence, or (v) accident. Seller hereby disclaims all liability and no warranty is provided for oversized units, third party manufactured parts, installation of the product, and any particular application of selection of the product for any particular product or design. Without limiting the generality of the foregoing, Seller specifically disclaims any liability or warranty for goods resold in other than Seller's original packages, and for goods modified, altered, or treated by customers. Seller reserves the right to examine the alleged defective goods to determine whether the warranty is applicable.

Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration. Mediation fees, if any, shall be divided equally among the parties involved. Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of business law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction, the parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Any action by Buyer for any alleged breach of the warranty stated herein must be brought within ninety (90) calendar days after the end of the applicable Warranty Period. Any dispute that arises under or relates to this limited warranty (whether contract, tort, or both) shall be resolved in the County of Orange, State of California. This limited warranty, and any dispute arising from the relationship between the parties to this limited warranty, shall be governed by California law, including any laws that direct the application of another jurisdiction's laws.