



TOL Designs, LLC
441 Eastgate Rd., Suite A
Henderson, NV 89011
(702) 565-5501

Dealer & Distributor Account Requirements

Dealer Level Account Requirements:

To become a TOL Designs, LLC (referred to as TOL Designs in this text) dealer (“Dealer”) a one-time buy-in order of Two Thousand Dollars (\$2,000.00) or more will be required after the application has been approved (the “Dealer Buy-In”). (a “Dealer Account”). In order to maintain an active Dealer Account, a combined sales amount of Four Thousand Dollars (\$4,000.00) is required for each calendar year. TOL Designs reserves the right to make adjustments to the buy-in amount at any time for any reason. Drop Shipping is available after the buy-in order has been satisfied. The Dealer is required to pay all shipping fees.

Distributor Level Account Requirements:

To become a TOL Designs distributor (“Distributor” and with Dealer collectively known as (“Reseller”), a buy-in order of Three Thousand Eight Hundred Dollars (\$3,800.00) (the “Distributor Buy-In”) is required after the application has been approved. Distributor shall receive Distributor pricing and a Distributor account (a “Distributor Account”). A combined sales amount of Seven Thousand Six Hundred Dollars (\$7,600.00) is required for each calendar year. TOL Designs reserves the right to make adjustments to the buy-in amount at any time for any reason.

Dealer & Distributor Account Requirements:

The Dealer Buy-In and Distributor Buy-In must be completed within thirty (30) days of approval of the Dealer and Distributor Application (the “Dealer’s Application”). Failure to complete the Dealer Buy-In or Distributor Buy-In within the thirty (30) day period will render the Dealer’s Application null and void. The Dealer Buy-In and Distributor Buy-In order must be shipped to the business address on record. Following the Dealer Buy-In or Distributor Buy-In, all orders may be drop shipped to other locations.

Any Dealer Account or Distributor Account that is inactive for one year or more will be deactivated. Once deactivated, a new Dealer Application and new Dealer Buy-In or Distributor Buy-In is required to re-establish a Dealer Account or Distributor Account.

Website orders do not qualify for credit toward a Dealer Account or a Distributor Account, regardless of whether a Dealer Account or Distributor Account was open at the time of the website order. For a Dealer Account or a Distributor Account to receive qualifying credit, orders must be placed by phone or submitted through email by an Authorized Buyer (as hereinafter defined).



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Any retail promotions or pricing is not available for Dealer and Distributor orders.

Reseller must have a brick and mortar retail or wholesale location engaged in the sale or service of automotive products (includes trucks, motorcycles, and other motorized vehicles) (a “Brick and Mortar Store”). Any Reseller seeking a waiver from the Brick and Mortar Store requirement must obtain TOL Designs’ written consent, which TOL Designs will not grant routinely and may withhold at its sole discretion. TOL Designs reserves the right to deny the Dealer Application and Dealer Account or Distributor Account eligibility if TOL Designs believes that the Dealer Application is inaccurate, incomplete, includes false information, or for any other reason. The Dealer may only be listed as an Authorized Dealer, and Distributor may only be listed as an Authorized Distributor. TOL Designs holds exclusive rights to the TOL Designs® trademarks. Reseller is licensed to use TOL Designs’ name and trademarks only in the ordinary course of distributing TOL Designs’ products and performing related services in Reseller’s capacity as a reseller of TOL Designs' products. Reseller shall not use TOL Designs' name and trademarks in any manner, as part of Reseller’s name or otherwise, including but not limited to Internet domain registration and web page composition, any or all of which would misrepresent the relationship between Reseller and TOL Designs. Reseller may use TOL Designs' name, logo, and trademarks on its websites, signs, or other advertising and promotional materials only after prior written approval by TOL Designs, which TOL Designs may withhold at its sole discretion. TOL Designs reserves the right to terminate any Dealer Account or Distributor Account that does not adhere to these TOL Designs Dealer Account requirements. Upon a Dealer Account or Distributor Account’s termination, Reseller shall immediately cease using any and all TOL Designs -associated trademarks in any signs, promotional materials, advertising materials, or any other materials of any nature, and this agreement shall be terminated, upon which all outstanding amounts owed to TOL Designs shall be immediately due and payable.

Authorized Buyers: “Authorized Buyers” are individuals approved by Reseller to place orders with TOL Designs. Reseller must specify which individuals are authorized to place orders for the Reseller. Reseller may specify as many Authorized Buyers as are reasonably needed. Reseller shall provide TOL Designs with a list of Authorized Buyers prior to Reseller’s payment for the Dealer Buy-In or Distributor Buy-In. Reseller shall immediately inform TOL Designs of any changes in an individual’s qualifying status as an Authorized Buyer.

Account Changes: All Dealer Account and Distributor Account changes and updates, including but not limited to the status of qualifying Authorized Buyers, must be submitted to info@TolDesigns.com (i.e.: Addresses, phones numbers, e-mail addresses, Authorized Buyers, and additional locations).



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1. TOL Designs' Minimum Advertised Price Policy (MAP)

1.1 The TOL Designs Minimum Advertised Price Policy (the “TOL Designs MAP Policy”) applies to all Resellers. Although Resellers remains free to establish their own resale prices, TOL Designs will, without assuming any liability, unilaterally impose sanctions as described below in this agreement if Reseller advertises TOL Designs products at prices below those specified in the TOL Designs Dealer Pricing Sheet. The TOL Designs MAP Policy is non-negotiable, and will not be altered for any Reseller. If any Reseller advertises prices of TOL Designs products in foreign currency, prices shall be converted so as to match the value of the U.S. dollar price set forth in the TOL Designs Dealer Pricing Sheet at the time of sale.

1.2 The TOL Designs MAP Policy applies only to minimum resale prices, established by TOL Designs, which are subject to change at any time and from time to time. The current listing of products and applicable prices is available on TOL Designs' Dealer Pricing Sheet. The products, prices, and TOL Designs MAP Policy are subject to change at TOL Designs' sole discretion. Reseller is responsible for remaining current with the TOL Designs MAP Policy, products, and pricing. The TOL Designs MAP Policy applies to all advertisements relating to TOL Designs products and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, the Internet or similar electronic media, television, radio and public signage.

1.3 In the event Reseller does not adhere to the TOL Designs MAP Policy, TOL Designs may unilaterally impose sanctions. TOL Designs may, at its sole discretion, allow Reseller to amend its advertised prices to comply with the TOL Designs MAP Policy in lieu of any sanctions. Should TOL Designs allow Reseller to amend its prices so as to comply with the TOL Designs MAP Policy, Reseller shall have 24 hours to correct pricing to comply with the TOL Designs MAP Policy before Reseller’s Dealer Account or Distributor Account is terminated. Violations of the TOL Designs MAP Policy may result in TOL Designs rescinding all authorized Reseller rights. TOL Designs reserves the right at any time to modify, suspend, or discontinue the TOL Designs MAP Policy in whole or in part, designate promotional periods, or designate any other period of time during which the TOL Designs MAP Policy terms change or are not applicable. Reseller acknowledges that TOL Designs' sales personnel have no authority to modify or grant exceptions to TOL Designs MAP Policy or have any communications with Reseller regarding any violations of the TOL Designs MAP Policy.



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2. Trademark Policy for Resellers and Distributors

2.1 The TOL Designs Trademark Policy sets forth general guidelines for the use of trademarks owned by TOL Designs or its affiliated entities in conjunction with the promotion, distribution, and sale of TOL Designs products and services. Proper use of trademarks shall be determined only by TOL Designs. Trademarks include, without limitation, those registered by TOL Designs and its affiliates. These trademarks, among others, are registered in the Principal Register of the U.S. Patent and Trademark office, as well as in other countries around the world.

3. TOL Designs' Trademark Rights

3.1 As the owner of its trademarks, TOL Designs has the exclusive right to use its trademarks, as well as the right to prevent others from using its trademarks, or designations that are misleadingly similar to TOL Designs' trademarks, improperly or without authorization. Identification of TOL Designs' products or services is the sole permissible use of TOL Designs trademarks and logos.

3.2 Reseller shall not incorporate any TOL Designs trademark into, or use any TOL Designs trademark as part of, Reseller's or any other third party's logo, company name, product logo, email address, domain name or otherwise. TOL Designs' trademarks may not be used in any way that is likely to be confusing, misleading or deceptive as to the true identity or source of products, services, materials, and images. A mark that is misleadingly or confusingly similar in design or appearance to any TOL Designs mark infringes on TOL Designs' trademark rights and may not be used. Reseller shall not use TOL Designs trademarks in any manner which is likely to disparage, dilute, or negatively affect TOL Designs' reputation, or imply that the user, its products, or its services are endorsed by, sponsored or affiliated, without written permission from TOL Designs. Reseller shall not use TOL Designs' trademarks on a website in such a manner that leads visitors to believe that the website is owned, operated by, sponsored or otherwise associated with TOL Designs.

3.3 Reseller shall not use TOL Designs trademarks as part of a domain name or URL, or to advertise Reseller as a preferred or official outlet, reseller or distributor, or use such trademarks in paid search ads and banner display ads, without TOL Designs' prior written consent.

3.4 Use or alteration of any images that are owned by TOL Designs without TOL Designs' written consent is prohibited. Resellers shall not alter original TOL Designs packaging in any way prior to reselling TOL Designs products. Removing products from the original packaging and reselling products in different packaging or under a different name or altered logo is prohibited.



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3.5 The above list of impermissible uses of TOL Designs' trademarks and logos is not exhaustive. TOL Designs will pursue its legal rights against those who engage in any of the aforementioned activities or any other activities which infringe on TOL Designs' trademark rights.

4. Copyright Design and Images

4.1 TOL Designs prohibits the unauthorized use of its copyrighted trademarks, descriptive text, images, and videos. Images and video on TOL Designs public websites (public sites ending in either TOLDesigns.com or TOLmotorcycles.com) may not be used for any purpose without prior written consent of TOL Designs, unless otherwise stated on the TOL Designs websites where they appear. Reseller is required to identify the copyright holder or identify itself as an Authorized Dealer or Authorized Distributor only, and secure written permission to use TOL Designs and affiliates content prior to such use.

5. Anti-Defamation Policy

5.1 Reseller shall not take any action that negatively impacts TOL Designs or TOL Designs' reputation, products, services, management, or employees, or take any action that may lead to unwanted or unfavorable publicity to TOL Designs. Resellers who do not adhere to the TOL Designs Anti Defamation Policy will be terminated.

6. Marketplace Policy

6.1 TOL Designs' Marketplace Policy outlines restrictions for selling TOL Designs products on third party websites. Distributing TOL Designs products on the Amazon Marketplace, eBay, or any other third party marketplace that **is not wholly owned and operated by Reseller (a "Third Party Marketplace") is prohibited.** Reseller must receive written approval from TOL Designs, which may be withheld at TOL Designs' sole discretion, to distribute TOL Designs' products through a Third Party Marketplace.

6.2 Upon TOL Designs' written approval for a Reseller's sale through a Third Party Marketplace, the Reseller must clearly represent itself as an Authorized TOL Designs Dealer or Distributor in all online advertisements and sales material. If any Reseller distributes through a Third Party Marketplace without prior written approval from TOL Designs, TOL Designs may terminate such Reseller's Dealer Account or Distributor Account immediately.



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7. Returns and Exchanges

7.1 TOL Designs' Return and Exchange Policy outlines regulations and restrictions for returning merchandise. All sales are final after 30 days from TOL Designs' date of delivery. Returns are permitted only if TOL Designs is contacted within 30 days of the delivery date.

7.2 Drop ship Customers (as hereinafter defined) must furnish a copy of the original receipt provided by Reseller to exchange product(s). The Customer must contact the reseller in order to return for a refund. TOL Designs will refund the reseller only, it is the responsibility of the reseller to refund the customer for their product.

7.3 All returned products must contain a return merchandise authorization (“RMA”) number attached to the returned product. Packages without an RMA number will be refused upon delivery and sent back to Reseller. RMA numbers can be obtained by contacting the TOL Designs Customer Support Department and are valid for only fourteen (14) days from the issue date.

7.4 All returned or to-be-exchanged merchandise must be in brand new, uninstalled condition, in the original packaging, and contain all accessories and instruction manuals. Missing accessories will result in a credit amount reduced by the replacement cost of the missing items.

7.5 All original purchasers of TOL Designs products excluding Resellers (“Customers”), and Resellers as well, are responsible for all shipping charges for items that are returned or exchanged by them. TOL Designs shall issue a refund for returned or exchanged items in the original form of payment used by the purchaser, which may take up to seven (7) business days to process after TOL Designs' receipt of the returned or exchanged items. Once a refund has been submitted, it may take seven (7) to ten (10) business days to post to the bank account or be applied to the credit card.

7.6 **Special order items are not returnable or exchangeable. TOL Designs' Return and Exchange Policy does not apply to items that have been customized to a specific use or made to order.**



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8. Stock Merchandise Warranty

8.1 Resellers may place stock merchandise orders. TOL Designs will honor the warranties identified in the TOL Designs Reseller Warranty and Disclaimers (the “TOL Designs Warranties”) for applicable warranty periods beginning on the Customer’s date of purchase from Reseller, if the Customer’s date of purchase is within six (6) months of the stock merchandise order and a sales receipt is provided for verification. For any stocked item sold after such six (6) month period, the TOL Designs Warranties will be deemed to commence at the six (6) month mark from the original stock merchandise order purchase date.

9. Fulfillment Errors

9.1 Reseller acknowledges that shipping errors sometimes occur. If incorrect merchandise is shipped due to a TOL Designs error, Reseller shall contact TOL Designs within fourteen (14) days of receipt of the incorrect merchandise. TOL Designs will provide a return postage label to return the incorrect merchandise. Reseller may not return any incorrect merchandise if Reseller fails to contact TOL Designs within fourteen (14) days from receipt.

9.2 TOL Designs shall ship the correct merchandise to the requested address upon TOL Designs’ receipt of the incorrect merchandise. All fulfillment errors, incorrect merchandise, or incorrect quantities will be reshipped via the same method as the original order shipped. Shipping can be expedited, if desired, at the Customer or Reseller’s expense.

10. Damaged Packages

10.1 If a damaged package is received by Reseller, Reseller must contact TOL Designs within fourteen (14) business days of receipt of the damaged package. Once reported, TOL Designs will create a claim on behalf of Reseller with the damaged package shipping carrier. TOL Designs will not create a claim on behalf of Reseller if Reseller fails to contact TOL Designs within fourteen (14) days of receipt.

10.2 Customer and Resellers **MUST** keep all contents and original damaged packaging for up to eight (8) business days while the claim is processed by TOL Designs. If the claim is approved, a replacement product will be shipped, or a refund granted, as per the Customer or Reseller’s request. Damaged packages will be shipped using the same method as the original order. Shipping can be expedited, if desired, at the Customer or Reseller’s expense.



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11. Refused Packages

11.1 Customer and Reseller are responsible for any and all shipping charges that are incurred if a package from TOL Designs is “refused.” Any and all charges incurred for shipping will be deducted from the refund amount (if any) for refused merchandise.

11.2 Customer and Reseller are responsible for all international shipping charges, as well as all incurred brokerage fees. Customer and Reseller must pay for international packages shipped for a second time, along with any return postage costs.

12. Undeliverable Packages

12.1 If a package is returned to TOL Designs due to an undeliverable or an incomplete address, the Customer or Reseller is liable for all reshipment costs. If the Customer or Reseller does not wish to have the package reshipped, any refund will be reduced by the total of all shipping charges. For Customers or Resellers shipping internationally, the subtracted amount will be the total of all shipping charges and incurred brokerage fees.

13. Payment Terms

13.1 Domestic: Payments from Resellers to TOL Designs shall be made only by credit card, wire transfer, or PayPal.

13.2 International: Payment for international orders shall be submitted via bank wire transfer. Payment may also be made via credit card or PayPal upon approval by TOL Designs, which TOL Designs may withhold at its sole discretion.

13.3 Drop Ship Orders: Payments for drop shipments may not be paid via PayPal.

13.4 TOL Designs does not offer credit terms of any kind. All orders are shipped only once payment has been received in full and cleared by the financial institutions involved. While TOL Designs tries to ensure accuracy, TOL Designs reserves the right to correct any errors in pricing and/or descriptions, and to cancel or refuse to accept any order based on an incorrect price or description.



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14. Termination

14.1 Unless otherwise provided by applicable law, either TOL Designs or Reseller may unilaterally terminate the applicable Dealer Account or Distributor Account without cause and for any or no reason, upon thirty (30) days' written notice given to the other party. Upon termination, all amounts owed to TOL Designs shall become immediately due and payable, and Reseller shall immediately cease to use all of TOL Designs' names and trademarks, and shall no longer identify itself as a Dealer, Distributor, Authorized Dealer, Authorized Distributor, or Authorized TOL Designs Reseller of TOL Designs products.

14.2 If Reseller fails to fulfill the applicable Dealer Account or Distributor Account sales quota as required in this Agreement, or fails to pass annual or semiannual evaluations, TOL Designs may, at its discretion, terminate Reseller's Dealer Account or Distributor Account. Upon such termination, any and all outstanding amounts due and owed to TOL Designs shall be immediately due and payable.

15. TOL Designs' Rights

15.1 TOL Designs reserves the right to modify and to interpret this Agreement. TOL Designs has the right to re-evaluate the performance and validity of Reseller's performance annually, semiannually or at any given time, and change the status of the Reseller accordingly.

15.2 Nothing in this Agreement is intended to grant to Reseller any right of exclusivity. TOL Designs reserves the right to sell directly any of its products to: (a) United States government or any of its agencies, bureaus, commissions, or departments; (b) any foreign government or any of its agencies, bureaus, commissions, or departments; (c) academic institutes, churches, charities, trade organizations or any other non-profit entities; and (d) Customers, additional Resellers, businesses, private entities, and any other such purchasers.

15.3 TOL Designs reserves the rights to change the design of any products or part thereof at any time without notice to Reseller.

15.4 TOL Designs reserves the right to change the price of any of its products from those shown in the TOL Designs Dealer Pricing Sheet. In the event of price change, TOL Designs may, but is not required to, inform Reseller of such changes with at least fifteen (15) days' prior notice.

15.5 TOL Designs reserves any and all other rights not expressly waived in this Agreement, as permitted to the fullest extent of the law.



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16. Not A Franchise

16.1 Reseller acknowledges this is not an offer to sell, solicitation of an offer to purchase, or assignment of a franchise in or on behalf of TOL Designs. Nothing in this Agreement shall be construed as a waiver of any applicable exemption that may be available to TOL Designs or any other applicable laws.

17. Miscellaneous

17.1 The validity of this Agreement is contingent upon Reseller's execution of the Dealer Application, TOL Designs' approval of such Dealer Application, and a successful Dealer Buy-In or Distributor Buy-In. Failure of Reseller to complete and execute the Dealer Application, TOL Designs' denial of the Dealer Application, or the failure to complete the Dealer Buy-In or Distributor Buy-In within thirty (30) days of TOL Designs' approval of the Dealer's Application shall result in the immediate termination of this Agreement, upon which this Agreement shall be null and void and the parties shall have no further obligations or liabilities to each other.

17.2 The terms and conditions of the TOL Designs Reseller Warranty and Disclaimer and Dealer Application are incorporated by reference and restated as if fully within.

17.3 Reseller represents and agrees that no promise, inducement, or agreement other than as expressed herein has been made by TOL Designs or any of its representatives, and that this Agreement is fully integrated and supersedes all prior agreements, discussions, communications, and understandings. Reseller's signature on its Dealer/Distributor Application will constitute its acceptance of this Agreement. For all purposes relating to this Agreement, electronic signatures, facsimile signatures, and scanned signatures sent by electronic transmission shall be accepted the same as original signatures.



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TOL Designs' Dealer Warranty & Disclaimers

1. TOL Designs One Year Non-Transferrable Limited Warranty and Disclaimer

1.1 TOL Designs, LLC (“TOL Designs”) warrants to the original retail customer purchase, and not any other purchaser or subsequent owner; that this Product will be free from defects in material or workmanship for a period of one year from the purchase date.

1.2 For a period of one year from the date of purchase, at no charge to the Purchaser, TOL Designs will repair or replace this Product if it is determined by TOL Designs to be defective. After the warranty period, the Purchaser must pay all charges for parts and labor. Coverage under this warranty is only valid within the United States, including its territories, as well as in certain other countries. Purchasers should check the website, www.tolmotorcycles.com, to determine the warranty coverage in the countries in which they are located.

1.3 TOL Designs does not warrant the installation of the Product, which is the sole responsibility of the Purchaser. Installation should be completed by licensed professionals. Improper installation may cause damage to the Product and any motorcycle in which it is installed. TOL Designs' warranty does not cover any expenses incurred in removing products that are defective or re-installing replacement products in their place.

1.4 During the warranty period, to obtain product repairs or replacements, the Purchaser must return the Product, freight prepaid by the Purchaser, to TOL Designs (for customers in the contiguous United States, TOL Designs will pay the shipping charges if any Product fails during the first thirty (30) days after purchase). The Product must be returned in its original carton or in a similar package affording an equal degree of protection. TOL Designs will return the repaired or replaced Product, freight prepaid, to the Purchaser. TOL Designs recommends when returning an item for repair or replacement, that the package is insured by the returnee as TOL Designs is not responsible for any package lost or damaged during return shipping. TOL Designs does not provide Purchasers with temporary replacement units during the warranty period or at any other time.

1.5 This limited warranty is non-transferrable and will automatically terminate if the original retail consumer purchaser resells the Product or transfers the vehicle in which the Product is installed. An “original retail consumer purchaser” is an individual who originally purchases a product or is a gift recipient of a new product that is in its original packaging and unopened.



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2. Disclaimer of Warranty

2.1 Except for the foregoing warranties, TOL Designs hereby disclaims and excludes all other warranties, express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, or any warranty with regard to any claim of infringement that may be provided in section 2-312(3) of the uniform commercial code or in any other state statute.

3. Limitation of Liability

3.1 The liability of TOL Designs, if any, and purchaser's sole and exclusive remedy for damages for any claim of any kind whatsoever, regardless of the legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product for which such claim is made. In no event shall TOL Designs be liable to purchaser for any special, indirect, incidental, or consequential damages of any kind including, but not limited to, compensation, reimbursement or damages on account of the loss of present or prospective profits or for any other reason whatsoever.

3.2 GOVERNING LAW: This non-transferrable limited warranty shall be governed by the law of the State of Nevada, U.S.A., and the United States of America, excluding their conflicts of laws principles. The courts of Clark County, Nevada, shall have the exclusive jurisdiction over any legal action with respect to this warranty. This limited warranty gives specific legal rights. You may also have other rights that may vary from state to state or from country to country. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You are advised to consult applicable state or country laws for a full determination of rights.

4. Warranty Shipping Responsibility

4.1 Warranty shipping is only valid within the Contiguous United States. For defective products, TOL Designs will cover all shipping charges to and from the Dealer within 30 days of the delivery date. After 30 days, Dealers are responsible for sending defective products back to TOL Designs, TOL Designs will pay for the return shipping cost. If a product is returned for testing and is determined to be in perfect working condition by the Technical Support Department, the dealer will be responsible for ALL shipping costs. TOL Designs is not responsible for any package that is lost in transit while being returned to the facilities. Please insure all packages being returned to minimize liability if the package is lost or damaged.



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5. TOL Designs One Year Non-Transferrable Limited Warranty Terms and Conditions

5.1 Notification of Claims Warranty Service: If Purchaser believes that a Product is defective in material or workmanship, written notice with an explanation of the claim shall be given promptly by Purchaser to TOL Designs. All warranty claims must be made within the warranty period, and any products returned to TOL Designs must be shipped in accordance with TOL Designs' procedures (including the use of RMA numbers supplied by TOL Designs after notification). The repair or replacement of any Product or part thereof shall not extend the original warranty period. The specific warranty on the repaired part only shall be in effect for a period of ninety (90) days following the repair or replacement of that part, or the remaining period of the Product warranty, whichever is greater.

5.2 Proof of Purchase: The Purchaser's dated bill of sale must be retained as evidence of the date of purchase and to establish warranty eligibility. Registration of any Product or of this limited warranty is voluntary, and failure to register will not diminish any rights available under this warranty.

5.3 Exclusive Remedy Acceptance: Purchaser's exclusive remedy and TOL Designs' sole obligation is to supply (or pay for) all labor necessary to repair any Product found to be defective within the warranty period and to supply new or rebuilt replacements for defective parts. TOL Designs will refund the purchase price for such Product only if repair or replacement fails to remedy the defect. Purchaser's failure to make a claim as provided in paragraph 1 above or continued use of the Product shall constitute an unqualified acceptance of such Product and a waiver by Purchaser of all claims thereof.

5.4 Exceptions Limited Warranty: TOL Designs shall have no obligation to Purchaser with respect to any Product that is subjected to any of the following: abuse, improper use, negligence, accident, modification, failure to follow the operating procedures outlined in the user's manual, failure to follow the maintenance procedures in the service manual for the Product, attempted repair by non-qualified personnel, operation of the Product outside of the published environmental and electrical parameters, or if the Product's original identification (trademark, serial number) markings have been defaced, altered, or removed. TOL Designs excludes from warranty coverage products sold AS IS and/or WITH ALL FAULTS.