

1. Voltive LLC, an Oregon Limited Liability Company, is referred to herein as "Voltive".
2. The following warranty is exclusive and in lieu of all other warranties, whether express, implied or statutory, including any warranty of merchantability or fitness for any particular purpose.
3. Voltive warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to (a) any Product which has, in Voltive's judgment, been subject to negligence, misuse, abuse, accident or improper storage, (b) any Product which has not, in Voltive's judgment, been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Voltive or (c) any Products which have been used for any other purposes other than that for which the Products were designed regardless of whether or not the Buyer advised Voltive of its intent to use those Products for those other purposes. Repairs to, alteration of, or work done on the Products without Voltive's prior written authorization shall void Voltive's warranty on the Products.
4. At its option, Voltive shall repair, provide replacement Products for, or refund the purchase price of any Products that breach the foregoing warranty for twenty (20) years starting from the date of shipment of the Products to Buyer; and such obligation shall be Voltive's exclusive obligation and the full extent of its liability, and Buyer's exclusive remedy, for breach of warranty. Voltive makes no warranty with respect to Products that are manufactured by and carry the brand of a third party that is not an affiliate of Voltive.
5. Upon discovery of an alleged defect, Buyer shall notify Voltive in writing within fourteen (14) days of such discovery of any claim whatsoever that Buyer may have with respect to the Products, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the Products. Upon receipt of notice from Buyer claiming defective Products, Voltive may inspect such Products at Buyer's location or require that they be returned to Voltive on a freight collect basis for inspection. All warranty claims must be supported by a dated proof of purchase and appropriate Product identification information, where applicable. Product can be returned to Voltive only when it has issued proper return authorization. Voltive retains the right to be the sole judge of what constitutes a defect in performance or manufacturing in regard to this warranty.
6. This warranty excludes labor costs associated with the replacement of defective Product.
7. In no event shall Voltive be liable (regardless of the form of action, whether in contract or in tort or otherwise, including negligence) for special, indirect, incidental, consequential or punitive damages by whomever incurred of whatever nature, including damages for lost profits, data, time, revenues or the like, even if Voltive is advised in advance of the possibility of such damages. Further, in no event shall Voltive's total liability (regardless of the form of action, whether in contract or in tort or otherwise, including negligence) for any claims or damages arising out of or connected with this agreement or the manufacture, sale, delivery or use of the products exceed the purchase price of the products giving rise to such claims or damages. This section shall survive failure of an exclusive remedy.