

**Warranty statement for**  
**TOKERPOKER**

Lifted Limited LLC warrants to Buyer for a period of 12 months from the date of purchase that the TOKER POKER™ brand lighter holder product will be free from defects in material and workmanship. If, within said warranty period said product is found by Lifted Limited LLC. following its' examination, to be defective in material or workmanship, Lifted Limited LLC's sole obligation under this warranty will be to repair or replace such defective product at its option and expense excluding freight charges. Lifted Limited LLC does not warrant any products, accessories, or components not manufactured by Lifted Limited LLC, but to the extent possible agrees to provide Buyer with the benefits of the third party manufacturer's warranty, if any. Lifted Limited LLC shall not be liable for any damage to or wear of products caused in whole or part by abnormal conditions, improper application, any product alteration, improper use, or other causes external to the Lifted Limited LLC product.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT BY WAY OF LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

In the event the Buyer claims that Lifted Limited LLC has breached any of its obligations, whether in warranty or otherwise, Lifted Limited LLC may request and require return of the product and refund of the Buyer's purchase price upon Lifted Limited LLC receipt of the returned product with proof of purchase. If Lifted Limited LLC requests the return of the product, the product shall be redelivered to Lifted Limited LLC in accordance with Lifted Limited LLC instructions.

In the event Lifted Limited LLC elects to require return of the product, Lifted Limited LLC shall absolutely have no further obligation to Buyer under this warranty or otherwise except to refund such purchase price upon redelivery of the product to Lifted Limited LLC with proof of purchase.

THE REMEDIES PROVIDED FOR IN THIS AND THE PRECEEDING PARAGRAPHS SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST LIFTED LIMITED, L.L.C. FOR BREACH OF ANY OF LIFTED LIMITED, L.L.C. OBLIGATIONS UNDER THIS WARRANTY OR OTHERWISE , WHETHER THE CLAIM IS MADE IN TORT, CONTRACT,

OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, OR OTHERWISE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL LIFTED LIMITED LLC BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES RESULTING FROM THE USE OF THE PRODUCT, NOR SHALL LIFTED LIMITED LLC HAVE LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR OTHERWISE, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE PRODUCT, EXCEED THE PURCHASE PRICE OF THE PRODUCT.

In the event (1) Buyer modifies the product sold pursuant to this agreement without the express written consent of Lifted Limited LLC or  
(2) Buyer fails to implement any changes in the product directed by Lifted Limited LLC. Buyer agrees to indemnify and hold harmless Lifted Limited LLC from any and all claims, demands, actions, or causes of actions or costs or expenses incurred thereby whether in contract, tort, admiralty, or otherwise.

Lifted Limited LLC has no association, financial, management, or otherwise a connection with any lighter manufacturer, thus the TOKER POKER™ brand lighter holder product is independent from the lighter product itself, wherein the lighter product has its own warning label for the Buyer to adhere to.

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