

E•DRIVE Warranty

1. E•DRIVE Design, Inc. warrants that all models of our ball screw linear actuators shall be free from defects in material and workmanship for a period of twelve (12) months beginning with initial installation or ninety days from date of shipment, whichever occurs first. Further, Models HD, SD, HDL, and MT, shall be free from defects in material and workmanship for an additional period of forty eight (48) months from the date of the expiration of the initial twelve (12) months standard warranty provided by E•DRIVE Design, Inc.

E•DRIVE's obligations under the aforesaid warranty shall be limited to repairing or replacing any part or parts of the Products, which if properly installed, used and maintained, prove defective in material or workmanship. Any freight charges and traveling expenses of E•DRIVE Design service personnel shall be the responsibility of the Buyer.

Such repair or replacement shall be E•DRIVE's sole obligation and Buyer's sole remedy hereunder and shall be conditioned upon E•DRIVE's receipt of written notice of any alleged defect within thirty (30) days after its discovery, and at E•DRIVE's option return of such defective Products or part thereof freight prepaid to Company's principal place of business. Any Product repaired or replaced pursuant to this warranty will be warranted for the remainder of the original warranty period.

2. E•DRIVE's obligations under paragraph 1. hereof shall not apply to any component or part of the Products sold hereunder which:

- (a)** Is consumed by normal wear and tear, or
- (b)** Which is consumed by operation above rated capacity or excessive use, or
- (c)** Which has a normal life inherently shorter than the herein stated warranty period, or
- (d)** Which has been damaged due to negligent or faulty use, alteration, storage, maintenance, repair or operation by Buyer, or
- (e)** Which is installed or operated in disregard of the operating manual of the Products.

3. Any description or representation of the Products, whether written, in electronic media, or made orally by E•DRIVE, its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's order are for the sole purpose of identifying the Products and shall not be construed as an express warranty.

Any suggestions by E•DRIVE Design, Inc. or E•DRIVE's agents regarding use, application or suitability of the Products shall not be construed as an express warranty unless confirmed to be such in writing by E•DRIVE Design, Inc. Performance figures and specifications by E•DRIVE Design, Inc. are estimates only and are not warranties, unless expressly stated otherwise.

4. THE WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON E•DRIVE .

Warranty Claims, Inspection, and Waiver of Defects

(1) Written notice of any alleged covered defect must be presented to E•DRIVE immediately upon discovery of the defect, and E•DRIVE must be allowed to inspect the Products while they are in the alleged defective condition.

(2) Use of the Products must be suspended until written clearance is issued by E•DRIVE for continual use, provided that E•DRIVE, upon receipt of written notice of an alleged effect, proceeds without unreasonable delay to remedy any defect coming within the warranty.

(3) Buyer shall inspect all Products immediately upon their arrival and shall immediately give written notice to E•DRIVE of any claim that the Products do not conform to the terms of the contract. E•DRIVE shall have reasonable access to inspect any allegedly non-conforming Products.

Limitation of Liability

(1) Except as otherwise agreed in writing, E•DRIVE's liability with respect to the Products be limited to the warranty provided above, and shall be limited to the contract price.

(2) E•DRIVE DESIGN, INC. SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES OF LAW, WITH RESPECT TO THE PRODUCTS SOLD OR SERVICE RENDERED BY E•DRIVE Design, Inc., OR UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.

(3) UNDER NO CIRCUMSTANCES WILL E•DRIVE DESIGN, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS, ARISING IN CONNECTION WITH THE CONTRACT OR WITH THE USE OR LIABILITY TO USE E•DRIVE DESIGN'S PRODUCTS FURNISHED UNDER THIS CONTRACT.

(4) E•DRIVE'S SOLE LIABILITY AND BUYER'S SOLE REMEDY IS LIMITED TO EITHER:

(a) REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR PRODUCTS, OR AT E•DRIVE DESIGN' OPTION,

(b) RETURN OF THE PRODUCTS TO E•DRIVE DESIGN, INC.AND REFUND OF PURCHASE PRICE.

5. Without limiting the generality of the foregoing, E•DRIVE Design, Inc. specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of the Products or any associated equipment, cost of capital, cost of repairs to the Products subject to E•DRIVE warranty performed by persons other than E•DRIVE without E•DRIVE's prior written consent, cost of substitute products, facilities or services, down-time or slow-down costs or for any other types of economic loss, and for claims of Buyer's customers or any third party for any such damages. E•DRIVE disclaims any liability for any claim, whether in contract or in tort, which arose more than (2) years prior to the initiation or arbitration or litigation by Buyer against E•DRIVE Design, Inc.