



Warranty

Warranties & Limitation of Warranties

I Sq. R Power Cable Co. (aka I2r POWER) here out known as Seller, will warrant this equipment and components of our manufacture to be free from defects in workmanship and materials under normal use and service for a period of one (1) year after operational acceptance at Purchaser's facility, not to exceed eighteen (18) months after shipment of equipment. The Seller's sole obligation and the Purchaser's sole remedy under this warranty of the equipment manufactured by Seller is the replacement or repair of the defective part or parts manufactured by Seller. Final determination whether a product is defective rests with Seller. Seller will not assume responsibility for costs of repairs without prior approval from Seller. Seller at its option will repair or replace those items provided that (a) the equipment has not been altered, mishandled, misused (including use with equipment electronically or mechanically incompatible, or of inferior quality, or performance or altered, or repaired by any other party other than Seller); and (b) Purchaser shall have given written notice of defect to Seller within fifteen (15) days after Purchaser has notice of defect(s) and during the specified warranty period. Parts subject to deterioration through normal use or otherwise considered as expendable are not covered under this warranty. If Seller chooses to repair or replace the equipment, it will do so during Seller's regular working hours unless special provisions are made. Any equipment or parts will be shipped FOB point of shipment. Seller's liability for any breach of the foregoing warranties relating to repair and replacement shall be limited to such repair. The sole remedy to Purchaser for claims arising or relating, directly or indirectly, from Seller's inspection of the equipment shall be refund of the charge made for such inspection.

For all equipment supplied by Seller but not manufactured by Seller, Seller will assign to Purchaser any standard manufacturer's warranties received by Seller in connection with the equipment; to the extent such warranties are assignable.

In the event that there is any error or omission found in any drawings including installation drawings prepared for Purchaser, Seller warrants that it will modify or correct said drawings so that the final drawings are corrected and represent the installation at the site. Seller's sole liability for any and all losses resulting from the errors, omission, or damages in event shall exceed the cost of correcting said drawings.

Seller shall not be responsible for the acts or workmanship of the employees, contractors, or subcontractors of the Purchaser or the consequences thereof.

THE LIMITED WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN ARE SELLER'S ONLY WARRANTIES AND PURCHASER'S ONLY REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. PURCHASER'S LIMITED REMEDIES ARE EXCLUSIVE OF ALL OTHER WARRANTIES RELATING TO THE EQUIPMENT AND EXCEPT FOR SUCH LIMITED WARRANTIES AND REMEDIES, PURCHASER HEREBY ACKNOWLEDGES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY AND ALL SERVICES, GOODS, OR EQUIPMENT SELLER SELLS OR SUPPLIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER AGREES THAT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES CAUSED BY PURCHASER'S FAILURE TO PERFORM ITS RESPONSIBILITIES OR FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE,



EXEMPLARY, OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST PURCHASER BY ANY OTHER PERSON.

Limitation of Liability

Seller's liability to Purchaser arising out of any cause or causes whether sounding in contract, tort, or otherwise, including without limitation damages arising in connection with the performance of the scope of work and including, but not limited to, any alleged breach of warranty by Seller, shall be limited to the total amount actually paid by Purchaser to Seller for the System; or Purchaser's actual damages, whichever is less. No action, regardless of form, arising in connection with the Agreement may be brought by either party more than one (1) year after operational acceptance at Purchaser's facility, not to exceed eighteen (18) months after the shipment of the equipment, except the actions for non-payment of amounts owing to Seller hereunder may be brought at any time. **IN NO EVENT WILL SELLER BE LIABLE FOR ANY DAMAGES OR FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST PURCHASER BY ANY OTHER PERSON.**