

## Warranty

MOBILE ELECTRIC POWER SOLUTIONS, INC. (“MEPS” OR THE “COMPANY”) WARRANTS TO THE ORIGINAL PURCHASER THAT THE MEPS-MANUFACTURED COMPONENTS PURCHASED SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR FROM THE DATE OF PURCHASE. MEPS’ SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE THE PRODUCT, AT MEPS’ OPTION. MEPS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, FOR ANY PRODUCT SOLD BY COMPANY TO CUSTOMER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS OR BENEFITS, ARISING OUT OF ANY BREACH OF THESE TERMS AND CONDITIONS OR OTHERWISE. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THAT SET FORTH HEREIN, THE VALUE OF WHICH SHALL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT(S) PURCHASED PURSUANT HERETO. The Company will also pass-through to Customer all third-party component manufacturers’ warranties that are available to Company for the period provided by such manufacturer (e.g., brackets). The “pass-through” warranty obligations of Company set forth herein are contingent upon, and subject to, agreements between Company and its component manufacturers, which agreements may change from time to time without notice to Customer. For claims relating to third-party components or if the component manufacturer does not honor its full warranty to Company, Customer will be required to obtain any warranty service or information directly from the manufacturer. Further, Company will not issue refunds for Company-manufactured defective products, but will, during such one year period, make every effort to replace the defective product as soon as possible. Company retains the right, but not the obligation, to substitute similar products if the returned product is unavailable.

The foregoing warranty, including any “pass-through” warranties, shall apply only to defects encountered during normal use of the product while following the product’s operating and installation instructions. The warranties contained herein shall not apply if the damage or defect results from: a) failure to follow such operating or installation instructions; b) any negligence, mishandling, or accident; or, c) use of unauthorized parts or service. Further, all warranties will be voided if the product has been altered in any way, including without limitation, products that have been scratched, defaced, labeled or indelibly marked, products with tampered or altered serial numbers, or factory sealed parts that have been tampered with or broken.

In order to obtain replacement or credit for defective products purchased from Company, Customer’s account with Company must be current and the following procedures must be followed:

- a. Prior to return of the product, Customer must obtain a Return Merchandise Authorization (“RMA”) number from an authorized Company Customer Service Representative. Each RMA number is valid only for the product(s) for which it is issued for thirty (30) days. Any product arriving at Company’s Customer Service Center without its validly authorized RMA number clearly marked on the outside of the box will be refused by Company.
- b. All product(s) must be returned to Company shipping prepaid (returned product(s) shipped to Company collect by Customer will not be accepted) and in the same condition as originally shipped to Customer by Company, including original containers, static bags, face plates, mounting kits and software, if applicable. Customer must also provide a copy of the original invoice, model and serial number(s) of the defective product(s) and a written description of the claim or defect. It is expressly understood by Customer that failure to return merchandise in the appropriate packaging will void all warranties.
- c. Once properly received by Company, the product(s) will be tested by Company. Product(s) returned to, and found to be defective by, Company will be repaired or replaced as soon as possible, subject to product availability. Replacement product(s) will be shipped to Customer via ground shipping to locations in the continental United States. If other than ground shipping and/or a destination outside of the continental United States is requested by Customer, those charges will be borne by Customer. Product(s) that is/are determined by Company to be out of warranty (whether due to lapse of time, improper packaging or otherwise) or “No Problem Found” will be charged back to Customer, together with appropriate shipping charges. An additional charge of \$95.00 will be assessed for any product(s) determined to be “No Problem Found.”

Any matters relating hereto shall be interpreted and construed in accordance with the laws of the State of Texas and venue for any actions arising hereunder shall be had only in Dallas County, Texas.