



Limited Product Warranty

1. Except as provided in Paragraph 2, below, Illumagear warrants to the purchaser of the Products ("Buyer") that all Illumagear equipment and products (collectively "Products") shipped by Illumagear to Buyer, its subsidiaries, affiliates, divisions, agencies, agents, or representatives (collectively "Warrantees"), and all goods used or embodied in such Products:
 - (a) For a period of twelve (12) months from the date of delivery to the Buyer (the "Warranty Period"), shall be free from defects in operation, workmanship and materials, shall conform in all respects with all labeling, product insert sheets and product specifications, and shall be merchantable.
 - (b) As of the date of shipment, shall be transferred with good and marketable title, free and clear of any liens or encumbrances.
2. Illumagear warrants to Buyer that any and all batteries accompanying the Products (collectively, "Battery"), shall for a period of ninety (90) days ("Battery Warranty Period"), be free from defects in operation, workmanship and materials, shall conform in all respects with all labeling and insert sheets, and shall be merchantable.
3. During the Warranty Period or Battery Warranty Period, as applicable, Illumagear shall promptly fix or replace, at no cost to Buyer, any Product or Battery that is defective. The decision whether to fix or replace the Product or Battery shall be at the sole discretion of Illumagear. Illumagear shall pay all taxes, transportation and other costs and expenses incurred by Buyer in the replacement of any defective Product or Battery.
4. THE WARRANTIES CONTAINED IN PARAGRAPHS 1 AND 2 HEREOF SHALL BE CONTINGENT UPON PROPER USE AND STORAGE OF THE PRODUCTS AND BATTERY. ANY MISUSE OF THE PRODUCTS OR BATTERY, ANY ALTERATIONS OR MODIFICATIONS TO THE PRODUCTS OR BATTERY, OR DAMAGE CAUSED BY THE NEGLIGENCE OR WRONGFUL CONDUCT OF WARRANTEES OR THOSE INDIVIDUALS USING THE PRODUCTS OR BATTERY UNDER THE SUPERVISION OR WITH THE PERMISSION OF WARRANTEES, SHALL CAUSE THE WARRANTIES IN PARAGRAPHS 1 AND 2 TO BE NULL AND VOID.
5. THE WARRANTIES CONTAINED IN PARAGRAPHS 1 AND 2 HEREOF SHALL BE CONTINGENT UPON WARRANTEES' USE OF ILLUMAGEAR-MANUFACTURED OR ILLUMAGEAR-CERTIFIED PARTS. IF ANY WARRANTEE USES, SUPPLEMENTS, OR OTHERWISE MODIFIES THE PRODUCTS OR BATTERY WITH ANY PART THAT IS NOT AN ILLUMAGEAR-MANUFACTURED OR ILLUMAGEAR-CERTIFIED PART, THIS WARRANTY SHALL BE NULL AND VOID.
6. EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPHS 1 AND 2 OF THIS AGREEMENT, ILLUMAGEAR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ALL PRODUCTS AND SERVICES PROVIDED BY ILLUMAGEAR, ITS AFFILIATES, DISTRIBUTORS, RETAILERS, AND SELLERS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR ANY TIME LIMIT OR SCOPE NOT EXPRESSLY OFFERED BY ILLUMAGEAR IN SECTIONS 1 OR 2. ILLUMAGEAR DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ILLUMAGEAR AND BUYER AGREE AND UNDERSTAND THAT THE WARRANTY DISCLAIMERS CONTAINED HEREIN ARE A SPECIFIC PART OF THE BARGAINED-FOR EXCHANGE, THE PURCHASE OF THE PRODUCT(S), AND THE NEGOTIATION OF THIS AGREEMENT. NO ORAL OR WRITTEN ADVICE PROVIDED BY ILLUMAGEAR TO WARRANTEE SHALL CREATE A WARRANTY OF ANY SORT BY ILLUMAGEAR. ILLUMAGEAR SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR INDEMNITY IN ANY ACTION BROUGHT BY THE BUYER OR ANY THIRD PARTY. TO THE EXTENT LIABILITY IS ASSESSED UNDER STATE LAW, ILLUMAGEAR'S LIABILITY SHALL NOT EXCEED THE ACTUAL CASH VALUE OF THE PRODUCTS AT THE TIME OF PURCHASE.