

LIMITED WARRANTY POLICY

- Habitat Technologies LLC , (Habitat) warrants it's products for 2 years from the date of installation when registered within 60 days of the installation date or 26 months from the original purchased date (this warranty excludes consumables such as batteries), will be free from defects in material and workmanship under normal use and regular service and maintenance.

Habitat will not honor any warranty on any products that is not properly installed by a qualified, licensed professional.

This warranty shall not apply to any products which:

1. Have been repaired or altered outside Habitat's factory in any manner that, in Habitat's judgment, affects its serviceability or proper operation.
2. Have been subjected by persons other than Habitat to improper handling, operation, maintenance, repair or alteration.
3. Have been, in Habitat's judgment, subjected to misuse, negligence, improper installation or accident.

Habitat's obligation under this warranty and the Buyer's exclusive remedy for the breach thereof, shall be limited to, at Habitat's option, replacement of any alleged defective products or issuance of credit, excluding the cost of labor and any other expenses incurred in servicing the equipment on which the products are installed. All returned products are subject to inspection, and if examination by Habitat does not disclose any defect covered by this warranty, replacement of such products or issuance of credit for same will not be approved.

THE FOREGOING CONSTITUTES HABITAT'S SOLE WARRANTY RESPONSIBILITY AND BUYER'S EXCLUSIVE REMEDY WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE HABITAT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER IN CONNECTION WITH THE SALE, RESALE OR USE OF THE PRODUCTS.

LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR CREDIT.

HABITAT SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), AND IN NO EVENT SHALL HABITAT'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS PROVIDED BY HABITAT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY HABITAT FOR ANY DAMAGES IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL HABITAT'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH ARE WAIVED BY BUYER AND AS TO WHICH BUYER SHALL INDEMNIFY HABITAT.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital or loss or damage to property or equipment, or loss of reputation.

Further, Buyer shall indemnify and hold Habitat harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other person arising out of Buyer's or any other person's, use of the products. It is further expected and Buyer agrees that all instruction and warnings supplied by Habitat will be passed on to those persons who use the products. Habitat's products are to be used in their recommended applications and all warning labels adhered to the products by Habitat are to be left intact.

It is expressly understood that any technical advice furnished by Habitat with respect to the use of the products is given without charge, and Habitat assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted.

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