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LIMITED WARRANTY

RMS Technologies, Inc. (the "Company"), warrants only to the purchaser of the Products from the Company (the "Customer") that the product purchased from the Company (the "Product") will be free from defects in materials and workmanship under the normal use and service for which the Product was designed for a period of one (1) year from the date of shipment of the Product by the Customer. The Customer's exclusive remedy under this Limited Warranty shall be the repair or replacement, at Company's sole option, of the Product, or any part of the Product, determined by the Company to be defective. In order to exercise its warranty rights, Customer must notify Company of any defect no later than thirty (30) days after the Customer first had knowledge of the defect and within the Warranty period.

The Limited Warranty does not extend to any Products or Parts damaged by reason of alteration, accident, abuse, neglect or misuse or improper or inadequate handling; improper or inadequate wiring utilized or installed in connection with the Product; installation, operation or use of the Product not made in strict accordance with the specifications and written instructions provided by the Company; use of the Product for any purpose other than those for which it was designed; ordinary wear and tear; disasters or Acts of God; unauthorized attachments, alterations or modifications to the Product; the misuse or failure of any item or equipment connected to the Product not supplied by the Company; improper maintenance or repair of the Product; or any other reason or event not caused by the Company.

This Limited Warranty shall be void if the Customer fails to comply with all of the terms set forth in this Limited Warranty.

LIMITATION OF LIABILITY

THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER IN ANY EVENT FOR PAYMENT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURY TO ANY PERSON OR PROPERTY. BY ACCEPTING THE PRODUCTS AND/OR PARTS THEREOF, THE FIRST END USER BUYER OR SUBSEQUENT USER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR INDEMNIFICATION OR CONTRIBUTION (IN WHOLE OR IN PART) EITHER EXPRESSLY OR BY IMPLICATION. IF FOR ANY REASON ANY OF THE FOREGOING PROVISIONS SHALL BE INEFFECTIVE, THE COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ITS MANUFACTURE OR SALE OF ITS PRODUCTS OR PARTS, OR USE THEREOF, WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FULL PURCHASE PRICE OF SUCH PRODUCTS AND PARTS THEREOF.

Any action against the Company based upon any liability or obligation arising here-under or under any law applicable to the sale or its Products or Parts thereof, or the use thereof, must be commenced within one (1) year after the cause of such action arises.