

LIMITED WARRANTY

Vertical Power Product Line

Effective Date: January 01, 2014

Reference: AD263-20140101

Ballard Technology, Inc. (the "Manufacturer") warrants its Vertical Power product line hardware products to be free from defects in materials and workmanship under normal use and environmental conditions for the periods listed below. The warranty period will commence on the date of shipment to the retail customer from the Manufacturer or its authorized distributor (Distributor), as evidenced by providing a copy of Distributor's retail invoice which shows model numbers, serial numbers and actual ship dates to the end-user. If the end-user is unable to provide a copy of the retail invoice, the start date of the warranty will commence on the date shipped from the Manufacturer's facility. However, in no case will the start date of the warranty extend beyond twelve months of shipping date from the Manufacturer's facility. This limited warranty does not cover products damaged by accident, disaster, misuse, abuse, or unauthorized modifications. Opening the case of a sealed product voids this warranty.

Vertical Power branded hardware assemblies: 2 year limited warranty.

Cables and other accessories: 90 day limited warranty.

Manufacturer warrants its software products to perform substantially in accordance with their accompanying written materials for a period of ninety (90) days from delivery.

The warranty for third party products resold by Manufacturer is limited to the warranty provided by the third party.

CUSTOMER REMEDIES

Should the product fail to be in good working order during the warranty period, the Manufacturer's sole obligation shall be at its option, to repair, correct or replace the product, or, at Manufacturer's sole discretion, to refund amounts paid for such product upon its return to a location designated by Manufacturer in the United States. Manufacturer shall pay for the return of the product to the Customer to a location within the United States. Customer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other locations.

NO OTHER WARRANTIES

MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS.

LIMITATION OF LIABILITY

MANUFACTURER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE PURCHASE PRICE FOR THE SPECIFIC PRODUCT THAT CAUSED THE DAMAGES OR THAT ARE THE SUBJECT MATTER OF, OR DIRECTLY RELATED TO, THE CAUSE OF ACTION. IN NO EVENT WILL MANUFACTURER BE LIABLE FOR DAMAGES CAUSED BY CUSTOMER'S NEGLIGENCE, OR FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM AGAINST CUSTOMER BY ANY OTHER PARTY.

SAFETY WARNING

Ballard Technology products, including those branded Vertical Power, are neither designed, manufactured, nor tested to standards required for use in critical applications where a failure or deficiency of the product may lead to injury, death, or damage to property. Without prior specific approval in writing by the president of Ballard Technology, Inc., Ballard products are not authorized for use in such critical applications.

To receive warranty service please contact your authorized distributor or the Manufacturer at:

Ballard Technology, Inc.
11400 Airport Road, Suite 201
Everett, WA 98204-8782

(425) 339-0281 (phone)
(425) 339-0915 (fax)
support@ballardtech.com