



ELITE ENGINEERING, LLC

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LIMITED WARRANTY

The following are the current terms of the Limited Warranty of Elite Engineering, LLC (“Elite”) with respect to the product (the “Product”) you (the “Buyer”) have purchased from Elite.

1. Elite warrants that the Product will be free from defects in materials and workmanship for one (1) year from the date of purchase. During the warranty period, Elite will, at its option: (i) replace the Product with a comparable product, or (ii) refund the amount paid by Buyer for the Product, less depreciation, upon return. Elite shall have no obligation to Buyer with respect to providing any warranty on any Product upon which Elite has not received full payment from Buyer. Elite's warranties do not extend beyond the original Buyer and may not be assigned or passed through by Buyer.
2. Elite undertakes no responsibility whether the Product will be fit for any particular purpose for which Buyer may be buying the Product, and Elite disclaims all other warranties and conditions, express or implied. The right to return a defective Product for replacement or refund, as described above, shall constitute Elite's sole liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, condition, or performance of any Product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, or otherwise.
3. This limited warranty covers normal use of the Product. Without limiting the scope of the foregoing, Elite specifically does not warrant and is not responsible for the following:
 - (1) Damage caused by failure to provide a correct installation of the Product;
 - (2) Damage during shipment, other than original shipment from Elite;
 - (3) Damage caused by an accident or disaster;
 - (4) Damage caused by unauthorized attachments, alterations, modifications, or foreign objects;
 - (5) Damage caused by the use of the Product for purposes for which it is customarily used;
 - (6) Damage from improper installation or maintenance;
 - (7) Damage caused by any other abuse, misuse, mishandling, or misapplication, or by use with another product or accessory not produced by Elite.

4. ELITE (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "ELITE AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY, OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF ELITE OR ANY OF THE ELITE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

5. IN NO EVENT SHALL ELITE OR ANY OF THE ELITE AFFILIATES BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCT ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER.

6. ELITE DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT AND SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE SAME.

7. ELITE NEITHER ASSUMES, NOR AUTHORIZES, ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR CHANGE THIS WARRANTY, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING THE PRODUCT.

Sincerely,

The Design Team
Elite Engineering, LLC
www.eliteengineeringusa.com