EXS AND EXT CHARGER

LIMITED WARRANTY

This Limited Warranty Agreement is entered into between Stryten Energy and the Original User ("User") with respect to EXS and EXT brand motive power battery chargers ("Covered Charger") for electric vehicle usage.

1.0 GENERAL

Stryten Energy warrants to the User that each new Covered Charger will be free from defects in materials and workmanship provided the Covered Charger:

1.1 is installed and operated in accordance with generally accepted industrial standards and in accordance with the printed instructions supplied with the charger.

1.2 is used under conditions for which it was designed and is not subject to misuse, negligence or accident.

1.3 receives proper care, protection, and maintenance under supervision of competent personnel and in accordance with generally accepted industrial standards and in accordance with the printed instructions supplied with the Covered charger.

1.4 is used within the published performance rating for the unit involved.

1.5 is used exclusively by the User and by no other persons.

2.0 PERSONS COVERED

This Limited Warranty is extended by Stryten Energy solely to the User who purchases a new Covered Charger from Stryten Energy or one of its authorized representatives.

3.0 WARRANTY PERIOD

For Users in the United States of America, Canada, Puerto Rico and Mexico, the Covered charger is warranted for five (5) years from the date of shipment from Stryten Energy or one of its authorized representatives to the User, with the following exceptions:

3.1 Power transformers, capacitors and silicon diodes are warranted for an additional five (5) years, (parts only FOB plant)

3.2 Primary switch contacts, fuses, bulbs, and filters are not warranted unless found to be defective prior to use.

4.0 LIMITATION OF REMEDY

Any claimed defect is subject to Stryten 's inspection and judgment, after the Covered Charger has been returned to an Stryten Energy-authorized service center with a written explanation of the defect in materials or workmanship or damage to the product.

4.1 Stryten Energy's liability is limited to the repair of the defect or, at User's option, the replacement of the defective parts. During the five (5) year charger warranty period, Stryten Energy will bear all parts and labor costs of such repair or replacement. During the last five (5) years of the ten (10) year warranty on power transformers, capacitors and diodes, Stryten Energy will bear the costs of parts replacement only; no labor or other services will be provided by Stryten Energy. Stryten Energy shall not be obligated to reimburse the User or any other person for any work performed.

4.2 Replacement and exchange parts will be warranted for the remainder of the original warranty period, or for a period of thirty (30) days, whichever is greater.

4.3 Styten Energy shall not be liable for direct or indirect, special or consequential damages in excess of such repair or replacement. In no event shall the User be entitled to recover for contingent expenses resulting from, but not limited to, telephone calls, telegrams, travel expenses, lodging, duties and taxes, labor, rental of replacement equipment, loss of business or profits or other commercial losses.

5.0 USE OF DEFECTIVE PRODUCT

Continued use of a defective charger after discovery of a defect may void all warranties.

6.0 REPAIRED EQUIPMENT

Except as authorized in writing, this warranty does not cover any equipment that has been repaired by any party other than Stryten Energy or one of its authorized representatives.

7.0 MODIFIED EQUIPMENT

This warranty is void if this equipment has been modified without written permission from Stryten Energy.

8.0 LIMITATION OF WARRANTIES

EXCEPT AS STATED ABOVE, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND USER ASSUMES ALL RISK AND LIABILITY RESULTING FROM USE OF THE COVERED CHARGER. STRYTEN ENERGY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR STRYTEN ENERGY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE COVERED CHARGER, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY. THE WARRANTIES PROVIDED HEREIN MAY NOT BE ASSIGNED OR TRANSFERRED BY THE USER, AND ARE THE EXCLUSIVE REMEDY FOR ALL CLAIMS, DAMAGES, OR LOSSES ARISING OUT OF A DEFECT IN OR FAILURE OF ANY COVERED CHARGER AND STRYTEN ENERGY IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, COMMERCIAL OR PROPERTY LOSS OR DAMAGE UNDER ANY THEORY OF LIABILITY, EXCEPT TO THE EXTENT THAT THIS LIMITATION IS FOUND TO BE UNENFORCEABLE UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

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