

ULTRA PRODUCTS™, INC.
STATEMENT OF LIMITED WARRANTY

1. STATEMENT OF LIMITED WARRANTY

Ultra Products, Inc. (“Ultra Products”) hereby warrants to you, the original purchaser and end user (“you” or “your”), that the products you purchased which accompany this Statement of Limited Warranty (“Products”) shall materially conform to their accompanying documentation in normal use consistent with such documentation as long as you continue to own and use such Products (the “Warranty Period”). Ultra Products will repair or replace any Product which fails to conform to such warranty and which has been returned, at your risk and expense, to Ultra Products. Where Ultra Products determines in its sole judgment that repair or replacement of such Product is not reasonable, Ultra Products will keep the non-conforming Product and refund to you the amount you paid for such Product. Returned Products shall be subject to the balance of the Warranty Period otherwise applicable. Any reconditioned parts used by Ultra Products shall be subject to all the same provisions as otherwise applicable to new parts. THE FOREGOING DESCRIBES ULTRA PRODUCTS’ SOLE LIABILITY, AND YOUR SOLE REMEDY, FOR ANY BREACH OF WARRANTY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS STATEMENT OF LIMITED WARRANTY, YOU MUST RETURN THE PRODUCTS UNUSED AND IN THEIR ORIGINAL CONTAINERS WITHIN THREE (3) DAYS AND YOUR PURCHASE PRICE WILL BE REFUNDED. THIS WARRANTY IS PERSONAL TO YOU AND MAY NOT BE TRANSFERRED BY YOU TO ANY THIRD PARTY, BY CONTRACT, OPERATION OF LAW, OR OTHERWISE.

2. WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY

The foregoing warranty does not cover and shall be void for: **(i)** defects or damages resulting from casualty, accident, misuse or abuse, neglect, alterations, service or repair by other than Ultra Products or its independent third party service providers, including without limitation by you; **(ii)** improper installation or de-installation, operation or maintenance, improper connections with peripherals or other causes not arising out of defects in the materials or workmanship of Products; **(iii)** any Product for which the warranty sticker has been removed, modified or defaced; **(iv)** shipping containers, batteries, cabinets, media, software or accessories; **(v)** normal wear and tear; or **(vi)** damage to or loss of repaired or replaced Products during shipping by Ultra Products except when such damage or loss is caused by poor or inadequate packaging by Ultra Products.

ULTRA PRODUCTS WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ULTRA PRODUCTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF ULTRA PRODUCTS HEREUNDER EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT YOU ACTUALLY PAID FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NOT ALL JURISDICTIONS ALLOW SUCH LIMITATIONS OF DAMAGES SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

3. PROCEDURE FOR WARRANTY SERVICE

Prior to returning any Products to Ultra Products for warranty service, you must first contact Ultra Products, either by telephone at 1-800-830-0051 or by email at service@ultraproducts.com, to confirm that such Products are covered by the foregoing warranty. If such Products are so covered, you shall obtain from Ultra Products a return materials authorization (“RMA”) number and shipping instructions prior to any shipment of such Products to Ultra Products, and you must include such RMA number with any corresponding Product shipment, along with a true and correct copy of the original receipt showing the date of Product purchase by you, and a detailed, written description of any associated Product

problems. Please note that the customer is responsible for all shipping charges incurred in returning an item for exchange or repair.

4. WARRANTY DISCLAIMER AND LIMITATIONS

THE FOREGOING STATES ULTRA PRODUCTS' SOLE AND EXCLUSIVE WARRANTY TO YOU AND ANY THIRD PARTY CONCERNING THE PRODUCTS (INCLUDING WITHOUT LIMITATION SPARE PARTS, DOCUMENTATION, CUSTOMIZATIONS AND CONSUMABLES). EXCEPT AS PROVIDED ABOVE, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND ULTRA PRODUCTS MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS OR ANY MATTER WHATSOEVER. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY ULTRA PRODUCTS. YOU SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER YOU NOR ANY OF YOUR AGENTS OR EMPLOYEES SHALL MAKE OR PASS ON, ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION ON BEHALF OF ULTRA PRODUCTS TO ANY CUSTOMER OR THIRD PARTY. ULTRA PRODUCTS DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT FAILURE, OR THAT THE PRODUCTS WILL MEET YOUR NEEDS OR EXPECTATIONS. NOT ALL JURISDICTIONS ALLOW SUCH WARRANTY LIMITATIONS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

5. CHOICE OF LAW AND JURISDICTION

This Statement of Limited Warranty shall be subject solely to the laws of the State of Ohio as apply to contracts entered into in the State of Ohio between Ohio residents. Any dispute arising hereunder shall be subject to the sole jurisdiction of the State and Federal Courts located in Miami County, OH, and the parties hereby consent to the personal jurisdiction of such courts.

6. ADDITIONAL WARRANTY PERIOD

From time to time, certain Products may be eligible for an extended warranty period. Please visit www.ultraproducts.com to see whether your Products are eligible.