



**POWER HAWK Technologies, Inc.
Statement of LIMITED LIFETIME WARRANTY
For POWER HAWK™ Rescue Tools and Accessories**

POWER HAWK Technologies, Inc. (“PHT”) provides the following Limited Warranty on Power Hawk™ Rescue Tools and Accessories (the “Products”)

1. LIMITED LIFETIME WARRANTY. The following Limited LIFETIME Warranty shall be applicable to the Products sold to Purchaser:

A. Limited Warranty Coverage. POWER HAWK Technologies, Inc. guarantees all gear parts in the *Power Hawk® P-16 & P-16X™ Rescue Tool*, which comprise the vast majority of the value of the tool, against defects in material and workmanship **for as long as owned by the original purchaser**. All other Power Hawk parts, equipment, and accessories are guaranteed against defects in material and workmanship for a period of **two (2) years** from the date of purchase by the original purchaser. The identity of the original purchaser and the date of purchase shall be established in each case by the return of the properly completed Warranty Registration Card. Where other Original Equipment Manufacturer (OEM) Warranties exist for certain accessory items included in Power Hawk Kits, the Warranty by the other OEM shall apply.

B. Items not Covered by Limited Warranty. This Limited Warranty does not apply to Products which PHT determines have been repaired or altered in any way so as to affect their performance or reliability, or which have been subjected to misuse, neglect, or accident, whether in operation, in transit, or in storage, or which have not been operated in accordance with PHT’Ss operating instructions. PHT reserves the right to make changes in design of, improvements in, or additions to Products manufactured by or for it without obligation to make such changes in any Products sold and delivered subject to this Limited Warranty.

C. Statute of Limitations. No claim of any kind shall be brought on an alleged breach of this Limited Warranty more than 30 months following delivery of the Product to Purchaser.

D. Allocation of Risks. This Limited Warranty allocates the risk of Product failure between PHT and Purchaser.

2. EXCLUSION OF OTHER WARRANTIES. The Limited Warranty set forth above is exclusive and in lieu of all other warranties, whether oral or written, express or implied. The only exception is the warranty of title. **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

3. LIMITATION OF LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. PHT shall not in any case be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, strict liability, negligence, or any other legal theory. Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Products, facilities or cost of capital, cost of any substitute Products, facilities or services, downtime costs, any other claimed economic loss or claims of third parties for such damages.