

## **SUNTECH DRIVE Limited Warranty Statement**

SUNTECH DRIVE, LLC (SUNTECH DRIVE) warrants to the purchaser of a SUNTECH DRIVE Product as follows:

The SUNTECH DRIVE Product will go through comprehensive quality assurance tests and inspections before delivery. For a period of one year from the date of shipment, the SUNTECH DRIVE Product will be free from defects in material and workmanship, and when used in accordance with the product documentation will conform to the published specification.

If SUNTECH DRIVE validates that the SUNTECH DRIVE Product fails to conform to this Limited Warranty during the warranty period, SUNTECH DRIVE at its option and in its sole discretion, will repair the parts or replace the defective SUNTECH DRIVE Product with a functional equivalent. If SUNTECH DRIVE is unable to repair or replace the noncompliant SUNTECH DRIVE Product, credits will be issued at the value when the claim is made under this Limited Warranty. Credit value evaluation will be made by SUNTECH DRIVE. Repaired or replaced SUNTECH DRIVE Product will be subject to this Limited Warranty for the remainder of the original warranty period of the purchased SUNTECH DRIVE Product.

SUNTECH DRIVE shall not have any responsibility or liability for any failure of or damage to the SUNTECH DRIVE Product due to external causes, including usage not in accordance with product documentation, abuse, alteration, problems with electrical power, neglect, improper maintenance or installation, mishandling during transportation, acts of nature, unauthorized disassembly, unauthorized repair or modification, or use with any equipment or subcomponents not authorized by SUNTECH DRIVE.

SUNTECH DRIVE shall not be liable for any digital content or data lost or damaged due to any product failure, or for any special, indirect, incidental or consequential damages. SUNTECH DRIVE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE.

Some local laws do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so this limitation or exclusion may not apply in your jurisdiction. This warranty is the complete agreement between you and SUNTECH DRIVE regarding this subject matter, and supersedes all other representations, warranties, or agreements, whether oral or written. This Limited Warranty is governed by the laws of the State of Colorado, without regard to its conflicts of law provisions.