

LIMITED WARRANTY FOR NEW ENERGY

This limited warranty is provided by the New Energy, LLC described below ("Seller") to you ("Buyer") as the original purchase of the printed circuit board assembly product. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of ONE (1) YEAR from the date of original purchase.

The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund the buyer the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: abuse; improper installation, mishandling; misuse; negligence; storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances, power surges, improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air current around the Product; alteration of any type, accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes, or improper service of the Product performed by someone other than the Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, Buyer must notify Seller in writing within sixty (60) days after Buyer discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Buyer warranty claim should be addressed to New Energy, 807 Spring Forest Road, Suite 900 Raleigh, NC 27609

This limited warranty only applies to the specified printed circuit board assemblies product. Seller assumes no liability or guarantees performance of the product when used in any application. Seller assumes no rights of ownership to the customer designed and customer owned product. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship.

THE FOREGOING WARRANTY PROVISION ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES, SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THE DEFECTIVE PRODUCT

This warranty is effective for the purchase or Product on or after date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification for this warranty shall be effective or all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: January 26, 2017