



FULL WARRANTY STATEMENT

DIRECT POWER AND WATER CORPORATION LIMITED WARRANTY

Direct Power & Water Corporation (DPW) warrants to the original end customer only that its products shall be free from defects in materials and workmanship under normal and proper usage for a period of ten years from the date of shipment by DPW.

The sole remedy shall be repair or replace, at DPW's sole option, any DPW product which proves to be defective within such warranty period. This warranty shall not apply if the DPW product has been damaged by unreasonable use, accident, negligence, service or modification by anyone other than DPW, or by any other cause unrelated to materials and workmanship. Rust and corrosion on painted components are not covered by this Warranty.

No product will be returned to DPW without its prior Return Authorization (RA) and the original purchase receipt as proof of purchase. To receive in-warranty service, DPW must receive the product within the warranty period, and accompanied by proof of purchase and an RA number. For an RA number, contact DPW at 4000-B Vassar Dr NE, Albuquerque, New Mexico 87107 or (505) 889-3585. Purchasers must prepay all delivery costs and shipping charges to return product under this warranty policy. If DPW discovers that any product returned is not covered by the foregoing warranty, DPW reserves the right to charge purchaser for all transportation costs and expenses incurred by DPW in examining, processing or handling such product.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DPW SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, NOR UNDER ANY CIRCUMSTANCE SHALL DPW BE LIABLE FOR DAMAGES BEYOND THE PRICE OF THE PRODUCT PURCHASED BY PURCHASER, WHETHER IN CONTRACT, IN TORT OR UNDER ANY WARRANTY OR OTHER USE, AND WHETHER OR NOT SAID LOSS, COST, PENALTY OR DAMAGE WAS REASONABLY FORESEEABLE.

Product will be considered accepted by Purchaser unless DPW receives written notice of such nonacceptance within ten (10) days of such delivery to purchaser.

DPW is not responsible for loss or damage to product owned by purchaser and located on the DPW's premises caused by fire or other casualties beyond DPW's control.

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