



CERTIFICATE OF LIMITED WARRANTY

THIS LIMITED WARRANTY is given by Clearway, to the original purchaser (PURCHASER) of a Clearway product.

I. What the warranty covers and for what period of time:

For a period of ninety (90) days commencing of the date Purchaser receives the Clearway product, Clearway will deliver new product or product component(s) to replace any defective Clearway product or product component(s) which contain any defect which is a direct result of the material or the workmanship used in the manufacturing of the material. Purchaser must pay all assembly and installation costs necessary to replace the defective product and/or product component(s).

This limited warranty only applies to the original retail purchaser.

II. What this warranty does not cover:

This limited warranty does not cover the following:

- Damages to or defects in the product from any cause whatsoever, including but not limited to, damage resulting directly or indirectly from fires, floods, storms, accidents, acts of god, disasters, alterations, misapplications, neglect, modifications, misuse, abuse of product, improper care of product and the omissions during the installation of the product.
- Incidental, consequential or direct damage or injury to real property, personal property, animals, personnel, employees or agents of purchaser; or any other incidental or consequential damages arising out of the use of the product or any defect in the materials or workmanship in the manufacturing of the product or our of any act, omission, representation, or warranty of Clearway, its agents, employees, or servants.
- Normal wear and tear is not covered under the warranty.

III. Remedies and Limitations:

Purchaser's sole remedy under this limited warranty agreement shall be replacement of the product or component(s) thereof as set forth above. Clearway will not install the replacement product or product components. To the extent permitted by law, Clearway expressly disclaims all express warranties except for the limited warranty set forth herein and expressly disclaims all implied warranties, including but not limited to, the implied warranty of merchantability and fitness for the particular purpose. In no event will Clearway be liable to purchaser for damages for lost profits, loss of goodwill, or other indirect, special, incidental, exemplary, punitive or consequential damages arising out of use of, or inability to use, such product purchased or the breach of this warranty, any express warranty or implied warranty even if Clearway has been advised, or should have known, of the possibility of such damages, or for any claim by any third party. If the law does not permit the exclusion of implied warranties, Clearway hereby limits the duration of all implied

warranties, including implied warranties of merchantability and fitness for a particular purpose to thirty (30) days from the date the product was delivered to purchaser.

If not withstanding the above provision, there should arise any liability on the part of Clearway for implied warranties of any nature or for the express warranties other than as set forth herein or for any act or omission of Clearway or its agents or employees, such liability shall be limited to an amount equal to two hundred and fifty dollars and no/100 (\$250.00). Such liability is fixed as liquidated damages and not as a penalty and this liability shall be completed and exclusive. The provisions of this paragraph shall apply to all loss or damage of whatever nature arising from any act, omission, representation, warranty, and agreement of Clearway, its agents or employees. Purchasers acknowledge that it is impractical and extremely difficult to fix actual damages which may arise due to the failure of the product. Therefore, purchaser agrees to this liquidation damage clause if, notwithstanding the provisions hereinabove, there should arise any liability on the part of Clearway other than expressly set forth in this limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the purchaser. Some states do not allow exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to purchaser. Notwithstanding anything to the contrary contained herein, this limited warranty and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the state of Alabama.

Some product or components may no longer be available. In warranties involving discontinued product or components, Clearway will provide, at its discretion, a product or component with the specifications that most closely match the original type purchased or if no replacement is available, Clearway may retract the warranty.

IV. How to obtain service. If a problem with Clearway product develops during the warranty period, call Clearway at 1-800-504-1716. Inform the Clearway representative that you have purchased the product and are protected under this warranty. The Clearway representative will give you a return authorization (ra) number which you should reference in all transactions involving the product or product component(s). Clearway will ship the replacement product or product component(s) within thirty (30) days of receipt of the written request, unless prohibited from doing so by an act of god, strike, boycott, unavailability of parts and materials, or any other activity beyond its control, in which case, Clearway will diligently pursue its obligations hereunder. Purchaser will be invoiced (billed) for the sales price of the replacement product or product component(s) at the time of shipment of such, and purchaser's account will be credited for the replacement product or product component(s) upon receipt and inspection of the defective product or product component(s) at such time as they are determined to be defective by Clearway.

V. Specific legal rights. This limited warranty gives you, the purchaser, specific legal rights and you may also have other rights which vary from state to state.

Vi. Where to get further help. If you wish further help or information concerning this limited warranty, contact this warrantor, Clearway, at the above stated address, and describe yourself as the bearer of the limited warranty.

Vii. Only warranty. This is the only warranty given by Clearway. You hereby acknowledge that there are no guarantees, warranties, understandings or representations made by Clearway that are not set forth in this document.