

AddÉnergie 1-Year Warranty

1. **Limited Product Warranty:** AddÉnergie warrants to the Purchaser that each Product manufactured by it will (i) be free of any claim of ownership by third parties, (ii) be free from defects in material and workmanship, and (iii) function in accordance with the Products' standard specifications, when operated under normal use and service for the applicable Warranty Period (as hereinafter defined) following the date of shipment of the Products. Unless otherwise provided, the warranty for the Products is valid for a period of one (1) year (the "Warranty Period") from the shipment date of any Products sold by AddÉnergie and/or its affiliates, subsidiaries or authorized resellers which are manufactured by AddÉnergie. UNLESS OTHERWISE PROVIDED ABOVE, ALL OTHER WARRANTIES ARE EXCLUDED INCLUDING, WITHOUT LIMITATION, EXPRESSED AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. ADDÉNERGIE, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, LOSS OF DATA, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, DELAY IN PERFORMANCE, BUSINESS INTERRUPTION, PRODUCT LIABILITY OR ANY CAUSE OF ACTION IN CONNECTION WITH THE USE OR HANDLING OF THE PRODUCTS BY THE PURCHASER OR ANY PERSON AUTHORIZED BY THE PURCHASER.
2. **Extent of Warranty:** During the Warranty Period, ADDÉNERGIE's liability relating to the Products or the manufacture, shipping, sale or use of same shall not exceed the lowest of: (i) the cost of replacement parts to repair any such defective Products, or (ii) the cost of a replacement Product. In that regard, the Parties hereby agree and acknowledge that ADDÉNERGIE shall have the right, at its sole discretion, to either repair or replace any defective Products during the Warranty Period. All replacement or repaired Products are warranted only for the remainder of the original warranty of the Product replaced or repaired.
3. **Limitation of Remedies:** ADDÉNERGIE's obligations hereunder for breach of warranty shall be limited to repair of the Product found to be defective after return of the Product to ADDÉNERGIE's offices in Québec City, Canada or other location designated by ADDÉNERGIE. In lieu of the limited remedy of repair set forth herein, if ADDÉNERGIE cannot repair the Product within a reasonable period, the Purchaser will be entitled to replacement of the defective Product with equivalent products at ADDÉNERGIE's option and sole discretion. The Purchaser's limited remedy of repair and its limited alternative remedy of replacement constitute the Purchaser's sole and exclusive remedies for breach of warranty. Neither party shall, be liable for consequential and incidental damages under any legal theory, whether in tort or contract. The foregoing warranties, terms or conditions are exclusive and are in lieu of all other warranties, terms or condition, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, performance, and fitness for a particular purpose. ADDÉNERGIE shall not be liable under any warranty if its testing and examination discloses that the alleged defect in the Products does not exist or was caused by the Purchaser's or its enduser's misuse, neglect improper installation or testing, unauthorized attempts to repair, or by accident, fire, or other hazard.
4. **Indemnification:** The Purchaser (the "Indemnifying party") shall defend, indemnify and hold harmless ADDÉNERGIE, its parents, subsidiaries and affiliates, and their respective directors, officers, partners, employees, agents, successors and assigns ("Indemnified parties") from any third party claims, demands, lawsuits, damages, liabilities, including attorney's fees and court costs, judgments and settlements of every kind ("Claims") arising out of, connected with, or resulting from any acts, duties, obligations or omissions of the Purchaser or that may be made for injuries (including death) to persons or damage to property, including theft, and resulting in whole or in part in connection with the use, installation, removal, replacement, manipulation and/or repair of the Products.
5. **Warranty Service Process:** Purchaser must obtain a «Return Material Authorization» (RMA) number from AddÉnergie Customer Service prior to returning Products. AddÉnergie Customer Service may be reached during normal business hours (9:00 am – 4:30 pm Eastern Time Zone Monday - Friday) by calling (877) 505-2674. Products returned without an RMA number clearly displayed on the **outside** of the shipping container will be rejected and returned to sender.
6. **Extended warranty, if any:** These terms are applicable for any optional extended warranty, if any.
7. **Governing Law.** This warranty shall be governed by and is to be interpreted in accordance with the laws of Quebec and the laws of Canada applicable therein.

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