

LIMITED WARRANTY

This Warranty is offered by Ewert Energy Systems, Inc., (sometimes hereinafter, “EWERT” or “seller”) as its sole warranty for the Orion BMS Product and its component parts. This Warranty is in place, of, and specifically excludes, any implied warranty, whether for merchantability or an implied warranty as may arise from course of dealing or usage of trade. This Limited Warranty also specifically excludes any warranty of fitness for a particular purpose.

Ewert Energy Systems, Inc., by extending this Warranty, makes no other warranty, either express or implied, concerning the Orion BMS product and/or its parts. Ewert Energy Systems, Inc., specifically disclaims any other express or implied warranty, whether or not such express or implied warranty could be characterized as a warranty of merchantability, of fitness for a particular purpose, or conformity to any representation or description, or as having arisen from a course of dealing or a usage of trade. Ewert Energy Systems, Inc., specifically disclaims any express or implied warranty that the Orion BMS product or component part thereof meets, exceeds, or satisfies any specifications, whether created by Purchaser or provided by Purchaser to Seller, or discussed with Seller, at any point before or after the sale of the product described on the first page of the Quote and/or Contract to which this Warranty is attached.

Ewert Energy Systems, Inc., specifically states that this Warranty does not extend to cover any claim of incidental or consequential damage, or to cover any claim of loss, cost, expense, inconvenience, or damage that has resulted, is resulting, or may result from the use or inability to use the Orion BMS product described on the front page of this Quote and/or Contract. The Warranty, and the remedies set forth here below, are exclusive, and in lieu of all other written, express, or implied warranties. No reseller, agent, or employee may modify or in any way change, extend, add to, or delete from this Warranty, and any discussion concerning or information relating to this warranty shall be deemed to have merged into and be extinguished by this written Warranty.

What the Warranty Covers: Ewert Energy Systems, Inc., warrants that the Orion BMS product and the component parts of that product, installed by Ewert Energy Systems, Inc., and making up a part of the Orion BMS product at the time of its shipment from Ewert Energy Systems, Inc., to be free from defects in materials and/or workmanship from two (2) years from the date on which the item was identified as available for shipment, as found on the Quote and/or Contract in or on which the product was originally identified. During this period, Ewert Energy Systems, Inc., will repair or replace (at the sole option of Ewert Energy Systems, Inc.) any defective part with new or reconditioned parts, at the sole option of Ewert Energy Systems, Inc., and without charge to Purchaser. Purchaser acknowledges and understands that any portion and / component part of the Orion BMS product returned to Ewert Energy Systems, Inc., for warranty service which is made the subject of replacement will become the sole and exclusive property of Ewert Energy Systems, Inc.

Ewert Energy Systems, Inc., may discharge its obligations under this Warranty by itself making such repairs or replacements, or may discharge its obligations under this Warranty by having an authorized third party make such repairs or conduct such replacements at its request.

This Warranty does not extend to any aspect of the Orion BMS product which was made the subject of an after-market addition, a modification, or a change by Purchaser or some other third party. This Warranty runs to the Purchaser of the item in the first instance only, and is neither assignable nor transferable to any other entity, person, or organization.

Who May Make a Claim on this Warranty: In order to make a claim on this Limited Warranty, you must be the purchaser of the Orion BMS product to which this Limited Warranty relates. If the Orion BMS product to which this Limited Warranty relates was incorporated into another product, and that other product is sold to another party (herein described as a subpurchaser), then the subpurchaser may make a claim on this Limited Warranty. If the Orion BMS product to which this Warranty applies was initially sold by seller to a purchaser who is an authorized reseller, then the initial person, business, or entity to whom the Orion BMS product in question was sold by said reseller may make a claim on this warranty. For an entity to qualify as a reseller, the business or entity must be on a list maintained by seller for the purpose of identifying which person, business, or entity is, and which person, or entity is not, an authorized reseller. Seller and seller alone shall determine whether an entity to whom the Orion BMS product has been sold is, or is not, an authorized reseller. The warranty period described in this Limited Warranty is limited to the two year period beginning at the date on which the item was identified as available for shipment, as found on the original quote and/or contract in or on which the covered product was originally identified, without regard to whether the person or entity making the warranty claim did not receive, incorporate, or benefit from the Orion BMS product on that date or on a date shortly thereafter.

Warranty Conditions: In order to make a claim on this Warranty, the following conditions are applicable, and the following steps must be taken:

1. Comply with the terms and conditions of the Ewert Energy Systems, Inc., Return Policy;
2. This Warranty extends to products sold by Ewert Energy Systems, Inc., or by an authorized reseller only, and does not extend beyond the Orion BMS product purchased;
3. Ewert Energy Systems, Inc., shall not be liable under this Warranty for any damage or defect which results from (a) the product's misuse, abuse, neglect, or its improper shipment or installation; (b) acts of God such as, but not limited to, fire, flood, lightning; (c) the use or application, with the product, of improper or excessive electric current; (d) any problems which were preceded by the product or unit being serviced or altered by anyone other than Ewert Energy Systems, Inc., or its authorized service provider; (e) problems or damages created in whole or in part through irresponsible use, including, the product's improper wiring, its operation beyond unit specifications (including over voltage or reverse voltage), or its use in any other non-recommended practices;
4. The replacement of a device, the repair of a device or component part, or the furnishing of a replacement part pursuant to the terms of this Warranty and during the warranty period, in no way extends or expands the warranty period for the covered device beyond the two (2) year period established by this Warranty.
5. Purchaser is responsible for taking steps to ensure that any data or information stored on any media or any part of any product returned for warranty service is either backed up or properly protected. Ewert

Energy Systems, Inc., and/or its authorized service center have no responsibility for, and will take no steps to protect against, the loss of data or information stored on any product returned for warranty service.

6. Purchaser seeking such warranty service bears the sole and exclusive responsibility, and the sole and exclusive cost associated with, the shipment of the product or part in question to and from Ewert Energy Systems, Inc., or its authorized service center, unless otherwise provided in the Return Policy or in this Limited Warranty. Ewert Energy Systems, Inc., shall have the sole and exclusive option of conducting repair work covered by and spelled out in this Warranty, or directing the purchaser to send the product to an authorized service center for discharge of Warranty obligations.
7. Purchaser is responsible for removing the product for which warranty service is being sought from any other products of which the product targeted for warranty service makes up a part. Purchaser bears sole responsibility for any damage or injury sustained by the part during its shipment to and its shipment from Ewert Energy Systems, Inc., and/or its authorized service center. The Purchaser is encouraged to take out insurance to cover the transfer of the part to and from Ewert Energy Systems, Inc., and/or its authorized service center. Purchaser is solely responsible for packing such item so that it is not further damaged during transit to Ewert Energy Systems, Inc., and/or its authorized service center for warranty work.

Initial Steps Which Must be Taken by Purchaser: Ewert Energy Systems, Inc., reserves the right to require purchaser to provide proof of purchase, serial numbers, and a description of steps taken to identify and evaluate the problem prior to accepting the shipment of any such product for warranty work.

1. Before any product is shipped to Ewert Energy Systems, Inc., and/or its authorized service center for warranty service, Purchaser must obtain a Return Merchandise Authorization ("RMA") number from Ewert Energy Systems, Inc. Purchaser shall follow these steps:
2. Pack the product or part the Purchaser claims is covered by the Warranty in a fashion so as to ensure that additional damage does not happen to the part during shipment;
3. Provide a written description concerning the problem experienced by the Purchaser. This written description shall also include return address information, which must include a street address and a zip or postal code;
4. After enclosing the product or part and written description (the latter which will include the return address information) in the package, address the package as instructed by Ewert Energy Systems, Inc., which package must have, clearly displayed on the outside of the package, the RMA number which has been assigned to the product or part by Ewert Energy Systems, Inc.;
5. Ship the product, at Purchaser expense, to Ewert Energy Systems, Inc., or the authorized service center identified by Ewert Energy Systems, Inc.

Purchaser is encouraged to use a traceable mail or delivery service. If, as a result of examination by Ewert Energy Systems, Inc., or its authorized service center, it is determined that a warranty claim is appropriate, Ewert Energy Systems, Inc., will conduct the necessary repairs as outlined in this warranty, and will arrange for the shipment of the product or part back to the Purchaser, which such return shipment being at the sole expense of Ewert Energy Systems, Inc. Ewert Energy Systems, Inc., may use the lowest cost ground shipping option, or the lowest cost delivery service for international buyers, which is then and there available. While the Purchaser is free to expedite the return of any such product repair pursuant to the terms of this Warranty, any expedited shipping will be at the sole cost and expense of Purchaser. Purchaser shall also be responsible for insuring the product or part during its return shipping phase.

Specific Warranty Exclusion: Ewert Energy Systems, Inc., does its best to explain its products to its purchasers. Some of these discussions may involve the use of an Ewert Energy Systems, Inc., product after it is incorporated into, or used in conjunction with, the products of other manufacturers and resellers. Ewert Energy Systems, Inc., **does not** offer technical support for products other than its own products, and makes no warranty, representation, or guarantee that its products are compatible with other products. This Warranty does not extend to problems caused in whole or in part by an after-market modification to the Ewert Energy Systems, Inc., product, or by virtue of an addition to the Ewert Energy Systems, Inc. product.