

Base Warranty Statement

Cobra Power Systems, Inc. (herein after referred to as "Cobra Power Systems, Inc.") warrants to the original purchaser of the products manufactured in its facility (the "Product"), that these products will be free from defects in material and workmanship for a period of one (1) year or twelve (12) months from the date of shipment of the Product to the purchaser. If the Product proves to be defective during the one (1) year warranty period, the purchaser's exclusive remedy and Cobra Power Systems, Inc.'s sole obligation under this warranty is expressly limited, at Cobra Power Systems, Inc.'s sole option, to: (a) repairing the defective Product without charge for parts and labor; or (b) providing a replacement in exchange for the defective Product; or (c) if after a reasonable time is unable to correct the defect or provide a replacement Product in good working order, then the purchaser shall be entitled to recover damages subject to the limitation of liability set forth below.

LIMITATION OF LIABILITY: COBRA POWER SYSTEMS, INC.'S LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE DEFECTIVE PRODUCT. IN NO EVENT SHALL AVITCH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS FOR ANY BREACH OF THIS WARRANTY.

If Cobra Power Systems, Inc. replaces the defective Product with a replacement Product as provided under the terms of this Warranty, in no event will the term of the warranty on the replacement Product exceed the number of months remaining on the warranty covering the defective Product. Equipment manufactured by other suppliers and supplied by Cobra Power Systems, Inc. carries the respective manufacturer's warranty. Cobra Power Systems, Inc. assumes no warranty responsibility either expressed or implied for equipment manufactured by others and supplied by Cobra Power Systems, Inc.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

This hardware warranty shall not apply to any defect, failure or damage:

A) Caused by improper use of the Product or inadequate maintenance and care of the Product; B) resulting from attempts by other than Cobra Power Systems, Inc. representatives to install, repair, or service the Product; C) caused by installation of the Product in a hostile operating environment or connection of the Product to incompatible equipment; or D) caused by the modification of the Product or integration with other products when the effect of such modification or integration increases the time or difficulties of servicing the Product. Any Product which fails under conditions other than those specifically covered by the Hardware Warranty, will be repaired at the price of parts and labor in effect at the time of repair. Such repairs are warranted for a period of ninety (90) days from date of reshipment to customer.

Extended Warranty Options

Cobra Power Systems, Inc. offers OPTIONAL Extended Warranty plans that provide continuous coverage for the Product after the expiration of the Warranty Period. Please contact a Cobra Power Systems, Inc. sales representative or details on the options that are available for your Cobra Power Systems, Inc. equipment.

Services and Repairs outside the Warranty Period

Cobra Power Systems, Inc. make its best offer to repair products that is outside the warranty period, provided the product has not reach its end of life (EOL). The minimum charge for such repair excluding shipping and handling is \$200 US dollars per hour.