

## TERMS OF LIMITED WARRANTY

### SEVEN YEAR LIMITED WARRANTY AND DISCLAIMER FOR PURCHASERS AND END-USERS

Purchaser and/or End-user expressly agree that SkySaver Inc.'s ("SKS") warranty with respect to the sale of its products ("Products") is LIMITED solely to SKS' choice of repair, replacement or refund of the purchase price of any Product or part thereof determined by SKS to be manufactured in a defective manner within the first seven (7) years following the purchase of the Product by Purchaser. Purchaser and/or End-user expressly agree that upon termination of the aforementioned seven (7) year period, the purchased Product carries no warranty whatsoever. Purchaser and/or End-user expressly agree that the remedies provided in this section are Purchaser and/or End-user's exclusive remedies in connection with the purchase or use of the Product. Purchaser and/or End-user expressly agree that in no event shall SKS be liable for any incidental or consequential damages in connection with the purchase or use of the Product.

This warranty does not cover product abuse, modification, integration, improper storage, failure to adhere to product instructions, improper operation or misuse. Examples of misuse include, but are not limited to: improper maintenance, usage of product near or with sharp objects, spilling liquids on components, exposure to any harsh elements including being kept in storage with consistent exposure to temperatures and moisture outside the operating and storage specifications.

PURCHASER HEREBY WAIVES ALL WARRANTIES, RIGHTS AND REMEDIES ARISING BY LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**WARNING: SKYSAVER PRODUCTS ARE INHERENTLY DANGEROUS DEVICES. THEY ARE ONLY TO BE USED IN THE EVENT OF A LIFE-THREATENING EMERGENCY, WHEREBY THE USER DETERMINES THAT THERE IS NO OTHER REASONABLY SAFE WAY FOR THE USER TO EXIT THE STRUCTURE IN WHICH THE USER IS LOCATED. OUR PRODUCTS SHOULD NOT BE USED FOR ANY OTHER PURPOSE. OUR PRODUCTS ARE TO BE USED IN THE EVENT OF A LIFE-THREATENING EMERGENCY ONLY. ANY PERSON USING OUR PRODUCTS IN ANY MANNER IS PERSONALLY RESPONSIBLE FOR READING THE PRODUCT INSTRUCTIONS, LEARNING THE PROPER USAGE TECHNIQUES. YOU ARE RESPONSIBLE FOR KNOWING AND RESPECTING OUR PRODUCT'S CAPABILITIES AND LIMITATIONS. OUR PRODUCTS SHOULD ONLY BE USED IF THE ANTI-TAMPER SEALS ARE INTACT. YOU ARE RESPONSIBLE FOR YOUR OWN ACTIONS AND DECISIONS. FAILURE TO FOLLOW THESE WARNINGS CAN RESULT IN SEVERE INJURY OR DEATH.**

Governing Law: This Limited Warranty and any dispute arising out of the purchase, use or operation of the Products shall be governed by laws of the State of New York, without regard to its choice of law provisions.