

LIMITED WARRANTY FOR ELECTRO-MECHANICAL COMPONENTS

Fox Enterprises, Inc. ("Fox") warrants that the electro-mechanical component(s) sold by Fox, or by either a distributor or stocking representative authorized by Fox to sell electro-mechanical component(s) manufactured by Fox (the "Electro-Mechanical Component(s)"), are free from Manufacturing Defects (as defined and as determined below) for a period of one (1) year from the date of sale to the customer, subject to and on the terms and conditions set forth in this Limited Warranty.

Fox will remedy and correct any "Manufacturing Defects," with respect to the Electro-Mechanical Component(s), during the one (1) year Limited Warranty period, by, at Fox' sole option, either: (a) replacing, at Fox' cost and expense, the Electro-Mechanical Component(s); or (b) crediting to the customer the credit amount(as subsequently defined) of the Electro-Mechanical Component(s) towards the purchase of Electro-Mechanical Component(s) with the same or substantially-similar specifications, provided that (in addition to any other requirements or provisions of this Limited Warranty), the customer returns, with all shipping costs pre-paid at the customer's sole expense, the Electro-Mechanical Component(s) that the customer claims are subject to any Manufacturing Defects according to Fox' Returned Merchandise Authorization procedures, as they may exist from time-to-time.

Fox is the only party authorized to remedy and correct any Manufacturing Defects as provided by this Limited Warranty, and this Limited Warranty does not apply to replacements of Electro-Mechanical Component(s), or any other corrective or remedial action with respect to the Electro-Mechanical Component(s), made by any other party.

Definition of "Credit Amount". "Credit Amount" means a United States Dollar amount that Fox, in its sole, absolute discretion, determines is reasonable to remedy and correct the Manufacturing Defect(s) applicable to the Electro-Mechanical Component(s) sold to the customer. Furthermore, this definition of "Credit Amount" specifically excludes, without limitation, any sales or use taxes, or any other costs, items, or expenses other than the "Credit Amount" as defined in this Limited Warranty.

Definition of "Manufacturing Defects." "Manufacturing Defects" means Fox verified problems or defects resulting from the manufacture, materials, or workmanship of the Electro-Mechanical Component(s) by



Fox that render(s) the Electro-Mechanical Component(s) unable to function in a manner consistent with and according to the specifications provided by and/or defined by Fox that are applicable to the Electro-Mechanical Component(s). Furthermore, Fox specifically reserves the right to: (a) determine, in its sole, absolute discretion, whether a "Manufacturing Defect(s)" exists; and (b) decline any claim under this Limited Warranty with respect to an electro-mechanical component that Fox can not verify, in its sole, absolute discretion, was sold to the Limited Warranty claimant either directly by Fox or through a authorized Fox distributor or stocking representative. Notwithstanding the foregoing, and without limiting the foregoing, "Manufacturing Defects" are NOT unconfirmed defects or problems caused by modifications to, or work performed on, the Electro-Mechanical Components by any party after the sale of the Electro-Mechanical Components by Fox. In addition, "Manufacturing Defects" are NOT unconfirmed defects or problems caused by utilization of the Electro-Mechanical Components in a manner inconsistent with the specifications provided and/or defined by Fox that are applicable to the Electro-Mechanical Component(s), or in any unreasonable manner. Fox reserves the right to void this Limited Warranty, and shall not be obligated to make any replacements or credits of the Credit Amount with respect to the Electro-Mechanical Component(s) in event that work is performed on the Electro-Mechanical Component(s) by any party after the sale of the Electronic Components by Fox, or if the Electro-Mechanical Component(s) are used in a manner inconsistent with the specifications provided and/or defined by Fox that are applicable to the Electro-Mechanical Component(s), or are used in an unreasonable manner.

EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, FOX MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. FURTHERMORE, FOX SHALL NOT BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, INCIDENTAL OR OTHERWISE) FOR ANY BREACH OF THIS LIMITED WARRANTY, EXCEPT FOR FOX' OBLIGATIONS TO REPLACE, OR PROVIDE CREDITS OF THE CREDIT AMOUNT WITH RESPECT TO, THE ELECTRO-MECHANICAL COMPONENT(S), AS ELECTED BY FOX AT FOX'S SOLE OPTION, AND AS MORE PARTICULARLY PROVIDED BY THIS LIMITED WARRANTY, AND SUCH REPLACEMENTS OR CREDITS, AS THE CASE MAY BE, SHALL BE THE SOLE REMEDY FOR ANY SUCH BREACH BY FOX OF THIS LIMITED WARRANTY.