



HPEVS GENERIC DRIVE SYSTEM WARRANTY

1. **LIMITED WARRANTY:** Hi Performance Electric Vehicle Systems, (HPEVS), warrants that the products sold to customer, will be free from defect in materials and workmanship for a period twenty-four (24) months from the date of invoice of the product, subject to the terms and conditions in this Limited Warranty.
2. If, during the applicable warranty period, (i) HPEVS is advised in writing as to a defect in a HPEVS product; (ii) such product is returned to HPEVS; and (iii) an examination of such product discloses to HPEVS' s reasonable satisfaction that such product is defective and such defect was not caused by accident, abuse, neglect, alteration, improper installation, lightning damage, submersion, short circuits due to improper handling, repair, improper testing or use contrary to any instruction issued by HPEVS, HPEVS will repair or replace the defective product at no cost to Customer, except for installation or any other cost incurred due to failure. Replacement shall mean furnishing Customer with a new or reconditioned product equivalent to the defective product. All defective products replaced by HPEVS under this warranty shall become the property of HPEVS and must be returned to HPEVS properly packed to prevent physical damage. Shipping cost will be prepaid for shipments in the lower 48 states only. All other shipping will be the responsibility of the customer.
3. Curtis Instruments provides the controller warranty. This warranty is 24 Months from date of manufacture. HPEVS will ship replacement controllers and handle returns to Curtis. The controller serial number as well as the reported problem must be provided before a new controller is shipped.
4. HPEVS does not warrant that any product is suitable for use in any particular application. Customer shall be responsible for evaluating the appropriateness of the use of any specific HPEVS product for a particular application. HPEVS shall be entitled to rely exclusive upon such representation in furnishing any product to customer.
5. **HPEVS will not warrant drive system components used in ANY racing applications.**
6. **WARRANTY LIMITATIONS:** THE FOREGOING WARRANTY CONSTITUTES HPEVS'S EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR ANY BREACH OF OR ANY OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY THIS WARRANTY. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. HPEVS MAKES NO WARRANTY, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
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UNDER NO CIRCUMSTANCES SHALL HPEVS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PRODUCTS SOLD TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF HPEVS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.