



PRODUCT WARRANTY AND DISCLAIMER

LIFETIME LIMITED WARRANTY

A. EZ CONNECTOR, INC. warrants to the original end user of its products the following:

- (1) That the Product is free from defects in material and workmanship.
- (2) When professionally installed and used in accordance with the installation instructions supplied, the Product will operate substantially in the function of low voltage electrical continuity for lights and brakes between a trailer and its towing vehicle.

B. This warranty shall extend to products in their original vehicle and trailer installations for as long as the original end user owns said vehicles provided the product is registered with the manufacturer with the warranty registration card. This warranty is non-transferable.

C. EZ CONNECTOR, INC.'s sole liability under this warranty shall be:

- (1) To replace the defective Product component(s) in accordance with EZ CONNECTOR, INC.'S return procedures, or
- (2) At EZ CONNECTOR INC.'S sole option, to refund the purchase price upon return of the defective item.

D. EZ CONNECTOR, INC. shall incur no obligation under this warranty if:

- (1) The Product has been uninstalled and reinstalled onto another vehicle or trailer;
- (2) If EZ CONNECTOR, INC.'s verifiable tests disclose that the alleged defect is not due to defects in material or workmanship; or
- (3) If, in EZ CONNECTOR, INC.'s sole judgment, the Product has been subjected to misuse or neglect, alteration, damage or improper installation or maintenance.

WARRANTY LIMITATIONS AND EXCLUSIONS.

A. THE WARRANTIES SET FORTH ABOVE FOR THE PRODUCTS PROVIDED HEREUNDER ARE COMPLETE AND ARE IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER OR PRIOR STATEMENT, WRITTEN OR ORAL, EZ CONNECTOR, INC. MAKES NO OTHER WARRANTIES REGARDING THE QUALITY OF ITS PRODUCT(S) OR THE MATERIALS COMTEMPLATED HEREUNDER AND EZ CONNECTOR, INC. EXPRESSLY DISCLAIMS ANY WARRANTIES OF DURABILITY, THAT THE PRODUCT WILL MEET ALL OF CUSTOMER'S NEEDS OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE.

B. Customer acknowledges and agrees that the Products supplied under this Agreement are intended for standard uses and are not specifically designed, manufactured or intended for use or resale in critical applications or hazardous environments requiring fail-safe performance and in which the failure of Products could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). EZ CONNECTOR, INC. and its suppliers explicitly disclaim any express or implied warranty of fitness for any such use and the customer hereby agrees to release and hold EZ CONNECTOR, INC. harmless from liability resulting out of or in connection with implementation of these Products in High Risk Activities.

C. LIMITATION OF LIABILITY. EZ CONNECTOR, INC.'S LIABILITY SHALL BE LIMITED TO THE PRICE PAID BY CUSTOMER FOR THE GOODS OR TO REPLACEMENT OF THE GOODS, AND CUSTOMER SHALL BE ENTITLED TO NO OTHER REMEDY, REGARDLESS OF THE FORM OF THE CLAIM. EZ CONNECTOR, INC. SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE USE OF OR INABILITY TO USE THE PRODUCT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, ATTORNEYS' FEES, DAMAGE TO BUSINESS, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, DOWN-TIME COSTS OR DAMAGES FOR DELAY, OR FOR DAMAGES FOR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM ANY ACTS OR OMISSIONS, WHETHER IN NEGLIGENCE, STRICT LIABILITY, OR OTHER PRODUCT LIABILITY THEORIES.

THE LIMITATIONS OF LIABILITY AND WARRANTY DISCLAIMERS STATED IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND APPLY REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

PRODUCT REPAIR AND RETURN PROCEDURES.

A. No Product shall be returned without prior EZ CONNECTOR, INC. Return Merchandise Authorization (RMA) obtained by contacting our customer service phone line or email listed below. Inoperative or malfunctioning Products must be returned by Customer in protective material, securely packaged to prevent damage in transit with a copy of the purchase receipt, and shipped via prepaid UPS to:

EZ CONNECTOR, INC.
Attn: RMA #####
1010 E Walnut Ave
Tulare, CA 93274
Phone: (559) 685-9184
Customerservice@ezconnector.com

a UPS Return Label prepaid by EZ CONNECTOR, INC. will be sent to you by email or US mail.

B. EZ CONNECTOR, INC. will return replaced Product via surface freight to Customer's location. The cost of expedited freight, if requested, shall be at Customer's expense. Product found to be operable after testing (i.e. no trouble found), may be subject to shipping and handling charges.