

BPI® TINTING INSTRUMENT WARRANTY

Lens Tinting Instruments ONLY

(1) What is covered by this warranty.

Brain Power, Inc. (BPI®) warrants, to the original purchaser only, that the tinting instrument unit that is the subject of this sale is free from defects in material or workmanship. This warranty is valid only in the fifty states of the United States. The duration of this warranty is thirty days from date of shipment for all units and component parts, other than stainless steel chassis and liner pans. If the Extended Warranty Card* is completely filled out and returned to BPI®, the duration of this warranty is one year. The duration of this warranty for stainless steel chassis and liner pans is thirty days from date of shipment. If the Extended Warranty Card* is completely filled out and returned to BPI®, the duration of this warranty for stainless steel chassis and liner pans is five years. In addition there is a 30 day money-back period (less charges for items not returned) where the purchaser agrees to pay the shipping charges in both directions. If the buyer discovers within this period a defect in material or workmanship, it must promptly notify BPI® in writing. In no event shall such notification be received by BPI® later than 13 months from the date of shipment or in the case of defects to stainless steel chassis and liner pans later than 61 months from date of shipment. Within a reasonable time after such notification, BPI® will correct any defect in material or workmanship, with either new or used replacement parts. Such repair, including both parts and labor, is at BPI®'s expense for one year from date of shipment. After one year, repair of stainless steel chassis or liner pans will be done upon payment by the buyer of the current list price for the replacement part, less a pro-rata allowance for the unused service months based on the five year term. Buyer shall be responsible for all costs incurred in the removal, reinstallation, and shipping of the product for repairs and for return shipping costs. The unit must be checked annually by a certified electrician or returned to the factory for inspection. The use of chemicals other than BPI® products may cause damage to the instrument and void this warranty. All warranty service will be performed at service centers designated by BPI®. For the address of the nearest authorized service center, contact Brain Power, Inc., 4470 S.W. 74th Avenue, Miami, Florida 33155. Merchandise returned must be returned in the original shipping container or equivalent and must be accompanied by a return authorization number available from the above location. When requesting return authorization, include all model numbers shown on the product. Return authorization numbers may be obtained by calling BPI® toll-free at (800) 327-2250. If BPI® is unable to repair the tinting instrument unit to conform to the warranty after a reasonable number of attempts, BPI® will provide, at its option, one of the following:

- (a) a replacement product, or
- (b) full refund of the purchase price. These remedies are the purchaser's exclusive remedies for breach of warranty.

(2) What is not covered by this warranty.

BPI® does not warrant:

- (a) any product, components, or parts not manufactured by BPI®,
- (b) defects or damage from improper installation, wiring, or maintenance in violation of the Owner's Manual,
- (c) damage caused by the use of the product for purposes other than those for which it was designed,
- (d) damage caused by negligence, accident, fire, flood, wind, and lightning,
- (e) damage caused by unauthorized attachments, modifications, or alterations,
- (f) damage during shipment, or
- (g) any other abuse or misuse by the purchaser.

(3) Disclaimer of Warranty.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(4) Limitation of Remedies.

BPI® shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the tinting instrument unit or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to the property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

(5) Time Limit for Bringing Suit.

Any action for breach of warranty must be commenced within one year from date of giving written notice to BPI® of any defects.

(6) No Other Warranties.

This agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee, agent, dealer, or any other person is authorized to make any warranty on behalf of BPI® in addition to those made in this warranty.

(7) Allocation Of Risks.

This agreement allocates the risk of product failure between BPI® and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. The purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.

*Extended Warranty Card

BPI® requires the contact information provided on the Extended Warranty Card to be reviewed and, if necessary, updated by the purchaser each year so that the purchaser may be contacted for updates, changes or safety information.

BPI® PRODUCT WARRANTY

EXCLUDES Tinting Instruments, Edgers and Consumer Products

What is Covered by This Warranty?

Brain Power, Inc. (BPI®) warrants, to the original purchaser only, that the product that is the subject of this sale is free from defects in material or workmanship. This warranty is valid only in the fifty states of the United States. The duration of this warranty is thirty days from date of shipment. If the Extended Warranty Card* is completely filled out and returned to BPI®, the duration of this warranty is one year. In addition, there is a 30 day money-back period (less charges for items not returned) where the purchaser agrees to pay the shipping charges in both directions. If the buyer discovers within this period a defect in material or workmanship, it must promptly notify BPI® in writing. In no event shall such notification be received by BPI® later than 13 months from the date of shipment. Within a reasonable time after such notification, BPI® will correct any defect in material or workmanship, with either new or used replacement parts. Such repair, including both parts and labor, is at BPI®'s expense. Buyer, however, shall be responsible for all costs incurred in the removal, reinstallation, and shipping of the product for repairs and for return shipping costs. All warranty service will be performed at service centers designated by BPI®. For the address of the nearest authorized service center, contact Brain Power, Inc., 4470 S.W. 74th Avenue, Miami, Florida 33155. Merchandise must be returned in the original shipping container or equivalent and must be accompanied by a return authorization number available from the above location. When requesting return authorization, include all model numbers shown on the product. Return authorization numbers may be obtained by calling BPI® toll-free at (800) 327-2250. If BPI® is unable to repair the product to conform to the warranty after a reasonable number of attempts, BPI® will provide, at its option, one of the following:

- (a) a replacement product, or
- (b) refund of the purchase price. These remedies are the purchaser's exclusive remedies for breach of warranty.

What is Not Covered by This Warranty?

BPI® does not warrant:

- (a) any product, components, or parts not manufactured by BPI®,
- (b) defects or damage from improper installation, wiring, or maintenance in violation of the Owner's Manual,
- (c) damage caused by the use of the product for purposes other than those for which it was designed,
- (d) damage caused by negligence, accident, fire, flood, wind, and lightning, or other acts of God,
- (e) damage caused by unauthorized attachments, modifications, or alterations,
- (f) damage during shipment, or
- (g) any other abuse or misuse by the purchaser.

Disclaimer of Warranty.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Remedies.

BPI® shall not be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

Time Limit for Bringing Suit.

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This agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee, agent, dealer, or any other person is authorized to make any warranty on behalf of BPI® in addition to those made in this warranty.

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This agreement allocates the risk of product failure between BPI® and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. The purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.

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