

TAM Energy, LLC.

Dealer Agreement

Schedule IV

5-YEAR LIMITED WARRANTY

LIMITED WARRANTY:

Subject to the terms below, TAM Energy, LLC. (“TAM Energy”) warrants its products against defects in materials or workmanship under normal use consistent with product instructions for a period of five (5) years from the date the original purchaser (the “Purchaser”) purchases the product. This warranty extends only to the Purchaser and cannot be assigned to any other party. If warranted products contain defects covered under this warranty, TAM Energy’ obligation shall be limited to, in TAM Energy’ sole and absolute discretion, repairing or replacing the defective parts. Repaired or replaced parts are warranted for the remainder of the original warranty period.

WARRANTY CLAIMS:

No rights may be exercised under this warranty unless the Purchaser registers the product for warranty coverage within sixty (60) days after purchase or provides proof of purchase. Purchaser can register the product for warranty coverage online at www.tamenergy.com or by completing and returning the warranty registration card included with the product, in which case the product will be considered registered as of the postmark date on the warranty registration card. Notice of any defect covered under this warranty must be given within thirty (30) days of the date the defect is discovered. Notice shall be in writing or by telephone. Notices by telephone shall be made by calling 877-946-3898 and written notices shall be sent to:

**TAM Energy, Inc.
4280 Pace Stareet
North Charleston, SC 29405
Attn.: Customer Service – Warranties**

The Purchaser must provide TAM Energy the following: (1) the date the defect was discovered; (2) evidence of the defect, including, without limitation, photographs and a verbal/written description of the defect; (3) the serial number of the product; (4) the original purchase date of the product; (5) the location of the product; and (6) the name, address, and phone number of the party making the warranty claim.

We reserve the right to an on-site inspection by an authorized service representative. The Purchaser is required to provide adequate access to the product for any such repair or inspection. Subject to the terms and conditions contained in this document, a Factory Authorized Dealer/Service Center will repair the product. For the first two (2) years there will be no charge for parts, labor or the freight costs for parts necessary to repair the product. After the second year the warranties will only cover replacement parts. If it becomes necessary for the product to be shipped to the Factory Authorized Dealer/Service Center, the Purchaser shall be responsible for transporting the product to and from the Factory Authorized Dealer/Service Center.

Additionally, reasonable travel charges of the repair person may be assessed in cases where the product is in a remote location. In the event the Purchaser is unable to obtain satisfactory service from a Factory Authorized Dealer/Service Center, the Purchaser should notify the TAM Energy Customer Service Department.

If we determine that repairs are not feasible due to functional defect, we reserve the right to provide a replacement part or product in lieu of repair. We will replace with a part of value equal to the original purchase. In such event, reasonable costs for removal of the defective product and delivery and installation of the replacement product will be the responsibility of the Purchaser. All replaced parts and products shall become the property of TAM Energy on the date the part or product is replaced.

LIMITATIONS AND EXCLUSIONS ON LIMITED WARRANTY:

This limited warranty will not apply under any of the following circumstances:

1. If any part of the product has been altered or modified by anyone other than an authorized representative of TAM Energy;
2. If any part of the product has not been installed, operated, repaired, or maintained in accordance with the product's instructions;
3. If any part of the product has been the subject of misuse, misapplication, improper maintenance or repair, damage caused by the fault or negligence of anyone other than an authorized representative of TAM Energy, damage caused by severe weather or acts of God, or any other act or event beyond the control of TAM Energy; and
4. If the product has been exposed to winds exceeding 100 mph/160 km per hour or has been subjected to abnormal physical, thermal or electrical stress.

WARRANTY REGISTRATION:

The Purchaser must maintain proof of purchase or register the product for warranty coverage within sixty (60) days after purchase. Purchaser can register the product for warranty coverage online at www.tamenergy.com or by completing and returning the warranty registration card located in the back of the owner's manual. All warranty claims made on a product that has not been registered will be denied unless proof of purchase can be provided.

DISCLAIMERS APPLICABLE TO ALL WARRANTIES:

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, TAM ENERGY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES. ADDITIONALLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH AND EVERY IMPLIED WARRANTY THAT MAY APPLY TO THE PRODUCT (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM ENCUMBRANCES) ARE LIMITED IN DURATION TO THE FIVE-YEAR LIMITED WARRANTY PERIOD. TAM ENERGY EXPRESSLY DISCLAIMS ALL LIABILITY FOR BODILY INJURY OR DEATH THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, BY USE OF THE PRODUCT.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL TAM ENERGY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF CONFIDENTIAL OR OTHER INFORMATION OR BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT, STRICT LIABILITY, CONTRACT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE DEFECT, REPAIR, REPLACEMENT OR SHIPMENT OF THE PRODUCT, EVEN IF TAM ENERGY KNOWS OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL TAM ENERGY' AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY RECEIVED BY TAM ENERGY FROM THE PURCHASER FOR THE PURCHASE OF THE PRODUCT.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. No agent, dealer, Service Company, or other party is authorized to change, modify, or extend the terms of this warranty in any manner whatsoever.

LEGAL REMEDIES:

This warranty gives you specific legal rights, and you may have other rights which vary from state to state or province to province.

CHANGES TO THIS LIMITED WARRANTY:

TAM Energy may change this warranty from time to time. When TAM Energy makes changes to the warranty, it will post them at www.tamenergy.com. The warranty that shall apply to a product shall be the warranty posted at the Website at the time the product is purchased. It is the Purchaser's responsibility to check the Website to see if the warranty posted there is different than the warranty stated herein.

GOVERNING LAW:

This warranty will be governed by and interpreted in accordance with the laws of the State of South Carolina, U.S.A. and the applicable federal laws of the United States of America, without regard to conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.