

**TRADESTAR CORPORATION  
LIMITED WARRANTY AGREEMENT**

This Limited Warranty Agreement (“Agreement”) is between each original retail purchaser (“Purchaser”) and Tradestar Corporation (“Tradestar”) and applies to new products manufactured by Tradestar (“Products”) and technical services (“Services”) purchased from Tradestar by Purchaser, unless Purchaser enters into a separate written agreement with Tradestar.

**1. Limited Warranty Period.** The term of this Limited Warranty is one (1) year for Products purchased from Tradestar (including services performed in connection with the commissioning of Products purchased) (the “Product Limited Warranty Period”), and ninety (90) days for Services provided by Tradestar (the “Service Limited Warranty Period). The Product Limited Warranty Period begins on the date the Products are shipped to Purchaser, and the Service Limited Warranty Period begins on the date the Services are completed.

**2. Product Limited Warranty.** Tradestar warrants to Purchaser that its Products are in good working order at the time of delivery to Purchaser and will be free from material defects in materials and workmanship for the Product Limited Warranty Period. This Limited Warranty does not cover misuse or minor imperfections in Products that otherwise meet design specifications, ordinary wear and tear or imperfections that do not materially alter functionality. Tradestar reserves the right to withdraw from its warranty obligation hereunder where there is evidence of misuse or abuse of the Products. All defective Products shall be returned to Tradestar’s facility in Salt Lake City, Utah at Purchaser’s risk and expense for evaluation of any warranty claim. In the event of a valid warranty claim, Tradestar, at its option, shall (i) repair the Products, or (ii) provide replacement parts necessary to repair the Products. Purchaser shall be responsible for all out-of-pocket travel costs plus a per diem for travel time to and from the field associated with all warranty work done in the field. No warranty is made with respect to the following:

1. Any Products which, in Tradestar’s judgment, have been repaired or altered by the Purchaser, or by any party acting at Purchaser’s direction, in such a way as to adversely impact the designed functionality of the Products;
2. Any Products which have, in the Tradestar’s judgment, been subject to negligence, accident, improper storage, installation, application or use;
3. Any Products which have not been operated or maintained in accordance with the normal practices and recommendations of Tradestar;
4. Components or accessories manufactured, sourced, warranted and serviced by other third-party suppliers (warranty claims for these items shall be submitted directly to the appropriate manufacturers or suppliers);
5. Any equipment which has been previously owned, reconditioned or rebuilt.

**3. Services and Service Limited Warranty.** Tradestar warrants to Purchaser that Services provided to Purchaser shall be performed in a professional and workmanlike manner. If a problem recurs as a result of Services performed by Tradestar within the Service Limited Warranty Period, Tradestar, at its option, shall (i) re-perform the Services, or (ii) refund to Purchaser the amount paid for such Services.

**4. Disclaimer.** Except as to title, TRADESTAR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is exclusive and shall exist between Tradestar and Purchaser. The remedies provided under this Agreement shall be the sole, exclusive and only remedies available to Purchaser, and in no case shall Tradestar be subject to any other obligations or liabilities. Under no circumstances shall Tradestar be liable for special, indirect, incidental or consequential damages, expenses, losses or delays no matter how caused. Purchaser shall not operate Products which it considers to be defective without first notifying Tradestar in writing of its intention to do so. Any such use of Products shall be at Purchaser’s sole risk and liability. This Agreement shall be governed by the laws of the State of Utah. If any part of this warranty is for any reason deemed null, void, or in any way otherwise ineffective, the remaining provisions shall remain in full force and effect.