

BLEU TEK

10 Year Limited Warranty

Purchase Conditions. Bleu Tek Systems, LLC (“Bleu Tek”), as seller, hereby sells its products (“Product” or “Products”) expressly subject to the exclusive limited warranty obligations and conditions set forth in this limited warranty (“Agreement”) and also expressly subject to the further terms of purchase set forth on Bleu Tek’s website purchase order form and other purchase requirements set forth therein. It is expressly agreed and understood by the purchaser of Bleu Tek’s products (“Purchaser”) that this limited warranty is a complete and exclusive statement of the understanding between the parties and there are no express or implied warranties of any kind or nature other than those set forth in this Agreement.

Disclaimer of Warranties on Installation. The warranty period is for ten (10) years commencing on the date of installation Bleu Tek’s Product or Products. Bleu Tek expressly hereby disclaims any defects in the Products sold by Bleu Tek caused by or as a result of the defective or faulty installation of Bleu Tek Products. It is agreed and understood that Bleu Tek has no responsibility or liability of any kind or nature for any defective or faulty installation of its Products.

Exclusive Remedy of Replacement of Products. If the Product or Products sold by Bleu Tek fail to meet the limited warranty set forth in this Agreement, the Purchaser’s sole and exclusive remedy or right against Bleu Tek is for Blue Tek to provide the Purchaser with the replacement of Bleu Tek’s Product or Products with the same or similar Product or Products. It is specifically understood and agreed that Bleu Tek’s sole and exclusive obligation of replacement of the same or similar Product or Products shall be installed by a party other than Bleu Tek, and Bleu Tek shall have no responsibility or liability for any defective or faulty installation. Bleu Tek shall not provide or pay for any replacement of Bleu Tek’s Products when such defects are caused, either in whole or in part, by defective or faulty installation. Bleu Tek also shall have no liability under this limited warranty or otherwise for any alleged defects in Bleu Tek’s products that are caused by any intentional or unintentional destruction of Bleu Tek’s product or Products, fire or explosions, or any misuse of the Products whether during installation or at any time thereafter.

Claims Made and Process. Bleu Tek’s limited warranty obligation, limited solely to the replacement of its Products, as set forth herein, shall only be effective when and if the Purchaser makes a claim under this limited warranty in accordance with the terms of this Agreement and as further set forth on Bleu Tek’s website and by which any purchase of or order for Bleu Tek’s Products must be placed. A claim under this limited warranty shall only be made by the original purchaser of Bleu Tek’s product. This limited warranty is not transferable to any subsequent

Purchaser or owner of Bleu Tek's Products. The person making a claim under this limited warranty must, as an express precondition to asserting such a claim, first notify Bleu Tek in writing within thirty (30) days of any allegedly defective or faulty Product or Products. Written notice must be provided to Bleu Tech along with (a) the original proof of purchase, including any invoice, (b) the date and description of all Products purchased, (c) the purchase price for such Products, and (d) the date and person or party installing Bleu Tek's Products. Bleu Tek also expressly reserves the right to inspect the original installation of Bleu Tek's Products as an express condition to the application of or the assertion of a claim under this limited warranty. All notices to Bleu Tek making a claim under this limited warranty must be made in writing and sent to the following address:

Bleu Tek Systems, LLC
PO Box 5064
Wayland, MA 01778.

Warranty Limitations and Exclusion. Bleu Tek will have no further limited warranty obligations under this Agreement if the Product or Product are subjected to abuse, misuse, negligence or if the Purchaser fails to perform any of the requirements and duties set forth in this in this Agreement, and as set forth in Bleu Tek's website when the purchase is made or the purchase order entered or executed, providing for the exclusive resolution of any claims for defective or faulty Products and Bleu Tek's limited obligation of replacement.

Disclaimer of Unstated Warranties. THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY APPLICABLE TO THE PURCHASE OF BLEU TEK'S PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Limitation of Liability. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BLEU TEK'S LIABILITY, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE REPLACEMENT OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER FOR BLEU TEK'S PRODUCTS AND UNDER NO CIRCUMSTANCES SHALL BLEU TEK BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PURCHASE OF BLEU TEK'S EQUIPMENT IS A CONSIDERATION IN LIMITING BLEU TEK'S LIABILITIES AS SET FORTH IN THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PURCHASE OR TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM HAS ACCRUED.

Choice of Law and Jurisdiction. This warranty is governed by the laws of the Commonwealth of Massachusetts. In the event a lawsuit is filed by the Purchaser against Bleu Tek concerning this Agreement or the Product or Products purchased subject to this Agreement, the sole and exclusive jurisdiction where such lawsuit must be filed is in the courts of the Commonwealth of Massachusetts. The Purchaser also hereby expressly waives any right to a claim of jury trial in connection with any dispute between the Purchaser and Bleu Tek.