

## **1. LIMITED WARRANTY**

Manufacturer warrants Powerblanket Products sold as “new” to be free from defects in material and workmanship for a period of one (1) year from the date of purchase by a retail customer when used, stored, inspected and serviced as specified in any operating instructions provided with the Powerblanket Product. Exclusions from warranty consideration include, but are not limited to: normal wear and tear; abuse, misuse, or non-standard application; act of nature; lack of proper maintenance; improper care or storage (blankets should be folded and not rolled up); unauthorized repair; unauthorized modification; or attachment to another product, use with any attachment or as integrated into another product. Neither Manufacturer, nor its representatives, assumes any responsibility for any other products used with the Powerblanket Product or for results of or damages caused to persons or property by the use of the Powerblanket Product. Only the Manufacturer is authorized to make any warranty or representation and the customer may not rely on any other warranty or representation. All implied warranties are hereby disclaimed.

MANUFACTURER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR USE OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE.

## **2. LIMITATION OF LIABILITY**

MANUFACTURER’S SOLE LIABILITY SHALL BE AS SET FORTH HEREIN, AND SHALL EXTEND ONLY TO INSPECTION, REPLACEMENT OR REPAIR OF THE POWERBLANKET PRODUCT, AT THE DISCRETION OF MANUFACTURER, WITHIN THE TIME PERIOD AND ON THE TERMS SET FORTH HEREIN. MANUFACTURER HAS NO LIABILITY FOR ANY OTHER PRODUCTS USED WITH, ATTACHED TO OR WITH WHICH THE POWERBLANKET PRODUCT MAY BE INTEGRATED INTO, OR FROM THE RESULTS OF SUCH USE, ATTACHMENT OR INTEGRATION. IN NO EVENT WILL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL MANUFACTURER’S LIABILITY EXCEED THE PAYMENTS RECEIVED BY MANUFACTURER FOR THE POWERBLANKET PRODUCT.

## **3. RETURNS**

- a. When any Powerblanket Product has been authorized to return for any inspection, or replacement, it must be returned as specified in the Return Merchandise Authorization Form.
- b. A Manufacturer-issued Returned Material Authorization (RMA) number authorizing a product return must be acquired prior to sending any return. In addition, documentation of model, product serial number, dealer invoice number, dated proof of resale, and description of failure shall accompany all returns.
- c. All returns must come freight prepaid and in their original containers, or in a manner conducive to proper shipping and handling procedures. Product(s) replaced, or shipped in accordance with the Return Merchandise Authorization Form will be returned freight prepaid.
- d. Manufacturer reserves the right to postpone, delay, or refuse warranty claim consideration for either unauthorized returns or returns made by dealers or distributors whose open and active accounts are past due or delinquent. The dealer or distributor agrees that no warranties or other guarantees on any products shall be made in excess of those made by Manufacturer. This agreement excludes Manufacturer or its representatives from all liability not covered in this Warranty.

#### **4. INDEMNIFICATION**

Customer acknowledges that Powerblanket has no control over, and is not responsible for the manner in which the Customer uses the Product(s). The Customer hereby agrees to indemnify, defend and hold harmless (collectively, "indemnify" or "indemnification") Customer, its affiliates, and their respective officers, directors, employees, agents, representatives, successors and assigns from and against any and all suits, proceedings, demands, judgments (including applicable pre-judgment and post-judgment interest, if any), awards, losses, damages, costs, penalties, expenses, claims and liabilities, including reasonable attorneys' fees, witness fees and court costs, and any other losses and liabilities of any kind or nature whatsoever ("Damages") of, or awarded to or settled with third parties in third party claims or actions, and the reasonable costs of Powerblanket in successfully enforcing this indemnification obligation, in each case arising out of one or more of the following: (a) the use, operation or modification of any Powerblanket Product, provided however, that Customer shall have no indemnification obligation to the extent that the claim arises solely out of any negligent acts or omissions by Powerblanket; (b) negligent acts or omissions or willful or intentional misconduct of Customer (including its employees, agents, representatives, successors and assigns); and (c) failure to comply with any relevant federal, state or local laws, regulations, rules or ordinances (including but not limited to those related to hazardous waste and materials).

#### **5. MISCELLANEOUS**

This agreement and its terms shall be construed under Utah law, and Customer hereby consents to the exclusive jurisdiction of any state or federal court located in Salt Lake County, Utah, and waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Reasonable attorney fees will be awarded to the prevailing party in the event of a dispute

By signing below, Customer agrees to and accepts the terms and conditions stated herein.

#### **CUSTOMER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_