



601 Firestone Drive  
Magnolia, Arkansas 71753

**LIMITED WARRANTY**

**AMFUEL WARRANTS THAT ALL NEW PRODUCTS DELIVERED PURSUANT TO THE PURCHASE ORDER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR (the “Warranty Period”).**

- A. Subject to Item G herein, the Warranty Period shall begin from the Ship Date of the unit(s) by AMFUEL. Repairs subject to Item H herein shall not change or extend the Warranty Period.
- B. This Limited Warranty solely applies to and solely covers the original material supplied by AMFUEL.
- C. AMFUEL will in no event be liable for consequential or indirect damages to the product delivered. Purchaser’s only and exclusive remedy is limited to the repair or replacement of the fuel cell. A refund of the original purchase price may be made at AMFUEL’s sole discretion.
- D. AMFUEL’s liability is limited to replacement of material f.o.b. point of manufacture and does not include cost of labor, equipment, or other costs incidental to replacement of parts, adjustments or repairs or any other work unless such charges are assumed or authorized by AMFUEL.
- E. This warranty does not cover damage or failure resulting from neglect, misuse, abuse, or vandalism, accident, alteration, actions of elements, improper installation, maintenance or repair, acts of God, or any other casualty.
- F. AMFUEL is not responsible or liable for any cost and/or burden incurred if delivery is delayed for any reason.
- G. AMFUEL assumes no liability under this warranty unless purchaser cooperates fully with AMFUEL or its designated representative in its investigation and adjustments of all claims. Purchaser agrees to notify AMFUEL immediately of any failure and is required to send written confirmation thereof to AMFUEL within ten (10) days of any alleged failure stating with specificity the nature of the alleged defect or defects.
- H. The alleged defective fuel cell, product, shall be placed at the disposal of AMFUEL for inspection at plant of the purchaser, or, at AMFUEL’s option, may be returned to an AMFUEL plant or such other place as AMFUEL may designate for testing and/or repair; shipping shall be at the purchaser’s expense, until responsibility of defect is determined by AMFUEL.
- I. There are no warranties, either express or implied which extend beyond the warranty contained herein, including warranties of merchantability or fitness.
- J. No person or representative is authorized to extend any warranty or to assume any liability beyond that which is contained herein.