

DRIVECON, INC. ("DRIVECON") STANDARD WARRANTY

1. WARRANTY POLICY. Subject to those terms and conditions contained herein, DRIVECON warrants that all DRIVECON products conform in all material respects to the description identified in the quotation to Buyer and will be free from defects in new material for one (1) year from date of shipment to Buyer and free from defects in repair or workmanship for six (6) months from date of repair, unless otherwise indicated in the quotation. Products manufactured by manufacturers other than DRIVECON and/or its affiliates ("Other Manufacturer's Products") supplied by DRIVECON to Buyer are not warranted by DRIVECON. Other Manufacturer's Products may be warranted separately by their respective manufacturers and DRIVECON shall, to the extent possible, assign to Buyer whatever rights DRIVECON may obtain under such warranties.

THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY DRIVECON TO BUYER AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. WARRANTY REMEDIES. Buyer's sole and exclusive remedy for DRIVECON's breach of the foregoing warranties during the warranty period shall be, at DRIVECON's sole discretion, the repair and/or replacement of any defective products (or component parts thereof) pursuant to the terms of and conditioned upon Buyer's compliance with the procedure identified in paragraph 5 hereof.

3. LIMITATION OF DAMAGES. DRIVECON SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OF PRODUCTS OR PROVISION OF SERVICES UNDER THE QUOTATION FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN, CONTRACT, TORT, PRODUCT LIABILITY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DRIVECON WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL DRIVECON BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID BY BUYER FOR GOODS AND/OR SERVICES REFERENCED IN THE QUOTATION.

4. INAPPLICABILITY OF, AND VOIDING OF THE WARRANTY. This Standard Warranty does not cover defects in DRIVECON products which in the sole discretion of DRIVECON are not defects in material and workmanship and may be attributed to other causes including, but not limited to, failure to operate and/or maintain the products in accordance with the applicable DRIVECON User's and/or Owner's Manuals, accidental occurrence, improper repair, improper handling or storage of products, chemical exposure and/or abnormal operating conditions not identified to DRIVECON in writing prior to DRIVECON's issuance of a quotation, improper installation or incorporation of products into any other product, any other cause that in DRIVECON's sole discretion cannot be attributed to defects in material and workmanship. Failure of equipment to meet published performance specifications due to abnormal operating conditions beyond DRIVECON's knowledge or control shall not be considered defective in either workmanship and/or material.

Modification of the products or related equipment and/or incorporation of non-DRIVECON products into products or related equipment by individuals and/or organizations other than DRIVECON shall void this Standard Warranty.

Buyer's failure to pay in full for the goods and services provided for in the quotation shall void this warranty.

5. WARRANTY PROCEDURE. To obtain Warranty Remedies pursuant to this Standard Warranty Buyer must strictly adhere to the following procedure. Buyer's failure to comply with the terms of this procedure shall void this Standard Warranty.

a. Buyer shall, within seventy-two (72) hours of any claimed nonconformance or defect in DRIVECON products, notify the

DRIVECON Warranty Administrator in writing of the alleged nonconformance or defect and request the issuance of a Returned Materials Authorization ("RMA") number and form.

b. DRIVECON shall, within a reasonable time following its receipt of the completed RMA form, advise Buyer of its intention to initially accept or deny the warranty claim pursuant to the terms of this Standard Warranty. If DRIVECON elects to initially accept the warranty claim it shall issue Buyer an RMA number and advise Buyer of its intention to repair or replace the allegedly defective products (or component parts thereof) (the "Initial Acceptance").

(1) Replacement of allegedly defective products. Should DRIVECON provide Initial Acceptance of Buyer's warranty claim and elect to replace the allegedly defective products, DRIVECON shall, within a reasonable time, ship new, comparable, replacement products to Buyer F.O.B. Buyer for products shipped within the United States or EX WORKS Buyer, as defined by Incoterms 2000, via the lowest cost method available.

(a) Buyer shall return the allegedly defective products with a copy of the RMA form to DRIVECON, FOB Buyer, via the lowest cost method available, within thirty (30) days of DRIVECON's Initial Acceptance of Buyer's warranty claim. If more than one item is returned, each item must be tagged with the RMA number assigned to the warranty claim by DRIVECON.

(b) Within a reasonable time following DRIVECON's receipt of the allegedly defective products, DRIVECON shall inspect the products to verify the actual existence of a defect covered by this Standard Warranty. If DRIVECON in its sole discretion determines the existence of a defect in breach of this Standard Warranty, Buyer shall be credited the cost of the replacement part provided pursuant to the foregoing ("Final Acceptance") and the warranty obligation of DRIVECON hereunder shall be fulfilled. If DRIVECON in its sole discretion determines that there is no defect covered by this Standard Warranty, Buyer shall be assessed the charge for any replacement products provided pursuant to the terms of the foregoing and all freight charges incurred by DRIVECON to both receive the allegedly defective products and to ship the replacement products therefor and Buyer hereby agrees to remit payment for the same within thirty (30) days of receipt of written demand for the same from DRIVECON.

(2) Repair of allegedly defective products. Should DRIVECON provide Initial Acceptance of Buyer's warranty claim and elect to repair and/or permit the repair of the allegedly defective products by approved third parties, DRIVECON shall, unless otherwise agreed in writing by the Warranty Administrator, pay only those direct labor costs incurred to effectuate the repair and the cost of DRIVECON replacement products consumed during said repair provided however that the costs for all products and/or services were approved in advance, in writing by the DRIVECON Warranty Administrator

6. WAIVER. BUYER HEREBY WAIVES ANY CLAIM THAT THE EXCLUSIONS OR LIMITATIONS IDENTIFIED HEREIN DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS OR ANY OTHER AGREEMENT WITH DRIVECON TO FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY OTHER THAN THOSE IDENTIFIED IN PARAGRAPH 2 HEROF AND RELATING TO THE PROVISION OF PRODUCTS AND/OR SERVICES BY DRIVECON REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.