## LIMITED WARRANTY

WARRANTY. Seller warrants that the Products sold by Seller to Purchaser conform to Seller's specifications and are free from defects in material and workmanship. Unless otherwise specified by Seller in writing, this warranty extends for one year from the date of original purchase. All warranties apply only to the original Purchaser unless otherwise agreed by Seller in writing. Seller's sole obligation and Purchaser's exclusive remedy for any justified claim under this warranty shall be limited to one of the following, at Seller's sole discretion: (a) repair or replacement of the Product or (b) a refund of the price paid by the original Purchaser of the Product. This express warranty does not apply to, and no warranty remedy will be given for, Product issues resulting from: (a) accident, acts of nature, improper installation, improper assembly, unreasonable or improper use, lack of proper maintenance, unauthorized repairs or modifications, abuse, normal wear or tear of replaceable parts such as spouts and hoses, or other causes not directly arising from defects in materials or workmanship; (b) any Product damaged by the failure of the owner to use, maintain, or store the Product as specified in any applicable instructions and/or warnings such as the following for portable fuel containers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. IN THE EVENT WARRANTIES EXIST AT LAW THAT MAY NOT BE DISCLAIMED, YOU AGREE THAT SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE ONE YEAR WARRANTY PERIOD AND TO THE REPLACEMENT VALUE OF THE PRODUCT.

LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF BUSINESS OR PROFITS, DIMINUTION IN VALUE OR PUNITIVE DAMAGES. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCT GIVING RISE TO THE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.