



LIABILITY, WARRANTY, AND INDEMNIFICATION POLICY

NOTICE: PURCHASE AND/OR UTILIZATION OF THESE PRODUCTS CONSTITUTES FULL AGREEMENT WITH THE POLICY TERMS BELOW. IF PURCHASER DOES NOT AGREE WITH THIS POLICY, PURCHASER SHALL IMMEDIATELY RETURN THE PRODUCT IN ITS ORIGINAL CONDITION.

RECITALS:

Survival Laser, Inc. (hereafter "THE COMPANY") is agreeing to provide the purchaser with parts or accessories (hereafter "PARTS"). The PARTS, are not intended nor sold for the use in products intended for pointing, medical purposes and/or uses, nor for the use and/or purpose of surveying, leveling, aligning/alignment, entertainment, display, demonstrations or any related use intended for public viewing (indoors or outdoors) in accordance with federal, state and local laws.

TERMS:

1. **Age of Purchaser.** The purchaser affirms upon buying this product that (s)he is 18 years of age or older.

2. **Understanding of Hazard.** THE COMPANY may include product label information with the PARTS. The purchaser acknowledges to have received and read all general safety precautions and information provided by THE COMPANY and agrees to follow all recommended precautions and safety code information at all times. Further, the Purchaser's responsibility is not limited to/by the published safety information and precautions and the purchaser is responsible for determining appropriate safety practices and warnings during. The purchaser acknowledges that (s)he is experienced and is familiar with any physical and/or hazardous characteristics of any PARTS provided through prior knowledge and/or use. The purchaser agrees to use utmost care at all times when handling, transporting, storing and/or utilization of any such PARTS.

3. **Attorney Fees.** In the event of breach of any of the terms and covenants of this contract, the purchaser shall pay all of THE COMPANY'S attorney fees and related costs incident to litigation or other resolution (i.e., mediation or arbitration) of the breach expended by THE COMPANY whether the case is finally litigated or not.

4. **Liability Waiver.** The purchaser hereby understands and acknowledges that any use and storage of the PARTS could constitute an inherently dangerous activity. Having this fully in mind, the purchaser hereby waives any claim(s) against THE COMPANY and any of its employees, owners, or suppliers and assumes all liability in the utilization and storage of the PARTS. The purchaser agrees to hold THE COMPANY, its employees, suppliers and owners harmless in the event the purchaser or any other party is injured during the utilization and/or storage of any PARTS provided by THE COMPANY before, during and after utilization by the purchaser. Further, the purchaser waives any personal claims against THE COMPANY, its employees and owners for any activity conducted incident to the usage and/or storage of any PARTS during, and after acquisition by the purchaser. These waivers of liability are binding upon the heirs and assigns of the purchaser.

5. **Non-Commercial Use, Resale.** The purchaser hereby acknowledges that (s)he will not use any PARTS or portion of the PARTS in the furtherance of any commercial enterprise during or after utilization and/or acquisition by the purchaser. The purchaser agrees that any product assembled in part or whole of the PARTS, is not to be sold, traded, or gifted and shall be disassembled to the original condition as received before resale. The purchaser also acknowledges that any final product that may be assembled from the PARTS by the purchaser, or may be made to produce or amplify electromagnetic radiation may not comply with 21CFR1040.10 (hereafter "REGULATION") and may not be entered into commerce as/after assembled. As a manufacturer upon assembly of any PARTS, it will become the responsibility of the purchaser to comply with, be subject to and/or incur any liability concerning this REGULATION and/or sale, if any final assembled product should ever be entered into commerce by the purchaser or agents there of.

6. **Warranty.** THE COMPANY will warranty the "Survival Laser" branded PARTS for ninety (90) days from date of purchase against defects in materials or workmanship. No other warranty either expressed or implied is made except the replacement or repair of the PART affected, at the sole discretion of THE COMPANY. Except for the warranties stated herein for the customer, no warranty, condition or representation, express, oral, or statutory, is provided to the customer or any third party, including (without limitation) any warranty, condition or representation (a) of merchantability, fitness for a particular purpose, satisfactory quality, or arising from a course of dealing, usage, or trade practice; or (b) that the products will be free from infringement or violation of any rights, including intellectual property rights, of third parties. This disclaimer and exclusion shall apply even if the express warranty herein fails of its essential purpose. Other specific warranty exclusions include but are not limited to: Beam "artifacts" including motes, phantom squares and side splash, operating a diode longer than the recommended duty cycle, use of non-recommended batteries, physical shock and water damage, damage sustained during utilization, improper utilization, unauthorized utilization or modifications to the PARTS, damage to lens or diode from cleaning, smoke and/or soot damage, leaving the lens cap on during operation. Note: Due to the sensitive nature of electronic components, the "DIY"-designated PARTS are sold without warranty. The purchase of PARTS is non-refundable.

7. **Limitation of liability and Indemnification.** The Purchaser's sole and exclusive remedies hereunder and the only liability of THE COMPANY is expressly limited to the terms of this agreement. THE COMPANY shall not be liable to the purchaser, or any third party, for any other special, consequential, incidental, exemplary or indirect costs or damages, including without limitation, legal costs, production or profit arising from any cause whatsoever, regardless of the form of the action, whether in contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such costs or damages. For the purposes of this provision, "THE COMPANY" includes Survival Laser's directors, officers, employees, agents, representatives, subcontractors, and suppliers. In no event shall the total collective liability of THE COMPANY exceed the amount paid to THE COMPANY for products from which such liability arose during the twelve (12) month period preceding the date of the most recent claim.

Further, The purchaser hereby agrees to indemnify, defend, and hold harmless THE COMPANY from and against any and all demands, liability claims, suits, costs, legal fees including and not limited to attorneys fees, and/or damages or losses to persons or property caused by, arising out of or resulting from any act, negligent or otherwise, and/or willful misconduct, caused by/to the purchaser, direct or indirect agent thereof, any unrelated third party, or properties arising from the use of any PARTS, components, and/or any accessory sold to the purchaser by THE COMPANY.

By buying and/or utilizing these PARTS the purchaser agrees to all terms stated herein. IF PURCHASER DOES NOT AGREE WITH THIS POLICY, PURCHASER SHALL IMMEDIATELY RETURN THE PART(S) IN ITS ORIGINAL CONDITION.

Revised 8/14/12