

Plum Laboratories, Inc.

Warranty Terms

These Warranty Terms apply to all Goods manufactured by **PLUM LABORATORIES, INC.**, a Delaware corporation ("**Manufacturer**") and resold by Manufacturer's authorized reseller ("**Reseller**") to an end user. These Warranty Terms were made by Manufacturer to Reseller and are being passed through to end user with Manufacturer's permission as stated below.

Manufacturer's Limited Warranty; Limitations of Liability.

1.1 Limited Warranty. Manufacturer warrants to Reseller that for a period of one (1) year from the date of delivery of the Goods to the Reseller's location or the end-user customer's location (the "Warranty Period"), all Goods delivered on that date will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by Reseller; (c) be free and clear of all liens, security interests, or other encumbrances; and (d) not infringe or misappropriate any third party's patent or other intellectual property rights (collectively the "Limited Warranty"). These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Reseller. Reseller may pass the Limited Warranty through to its customers, and Manufacturer agrees to assist Reseller in processing any Limited Warranty claims relating to the Goods. Reseller shall provide Manufacturer with written notice of any assertion that any Good fails to meet the requirements of this Section within the Warranty Period. If it is determined by the Manufacturer that such Goods satisfy a claim pursuant to this Section, the Manufacturer shall repair the non-conforming Goods and/or deliver to Reseller a replacement Good of the same or similar model. **This Section and the remedy provided herein shall be Reseller's sole and exclusive remedy for any violation by Manufacturer of the Limited Warranty. Manufacturer shall have no other liability and Reseller shall have no other remedy, including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or personal property, labor, or consequential losses or damages. The Limited Warranty does not cover damage due to misuse, abuse, accident, or neglect. Normal wear and tear and damage occurring during shipment are not covered under the Limited Warranty. The Limited Warranty is voided and of no force or effect if the Goods have been modified in any way or if damaged by Reseller or while in possession of the Reseller.**

1.2 Disclaimer. The Limited Warranty set forth in Section is in lieu of and Reseller hereby waives any and all other warranties, express or implied, by statute, usage, custom of the trade or otherwise, including without limitation warranties as to merchantability or as to fitness of the Goods for any particular use or purpose.

1.3 Limitation of Liability. Under no circumstances shall Manufacturer be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of or relating to the Goods, whether or not the possibility of such damages has been disclosed in advanced by Manufacturer or

Reseller or was foreseeable, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

1.4 **Limitation of Damages.** To the maximum extent permitted by applicable law, the maximum aggregate liability available to Reseller and any respective directors, officers, employees, contractors, or agents thereof, for any and all damages arising from or relating to the Goods shall be limited to the total amount paid by Reseller to Manufacturer for the Goods.

1.5 **No Damages for Data Breach.** In no event shall Manufacturer be liable whatsoever for any claim arising out of or relating to a data breach, cyber-attack, or any release or exposure of any of Reseller's Confidential Information, personally identifiable information, or data.

1.6 **Warranties.** Other than the Limited Warranty, Manufacturer extends no warranty to Reseller or customers or clients of Reseller or to any other person or entity concerning the Goods. With the prior authorization of Manufacturer, Reseller may communicate to its customers or clients a written warranty offered by Reseller with respect to such Goods. Reseller hereby acknowledges and agrees that Manufacturer and its shareholders, members, directors, officers, managers, employees, agents, and affiliates shall have no liability, directly or indirectly, relating to such warranties and Reseller agrees to hold Manufacturer, its shareholders, members, directors, officers, managers, employees, agents, and affiliates harmless from and to otherwise indemnify such parties with respect to, any and all expenses (including attorneys' fees), obligations, claims, costs, and damages from whatever cause arising out of the Goods and any Reseller warranty related thereto.

1.7 **Plum Care Offerings.** In addition to the Limited Warranty provided herein, Manufacturer also offers to Resellers and/or end-user customers Plum Shell Care and Plum Care offerings which are separate from the Limited Warranty herein for an additional fee. Manufacturer currently offers Plum Shell Care and Plum Care offerings free of charge for the first year after notification of shipment of the Goods to the Reseller's location or the end-user customer's location. However, Manufacturer reserves the right in its sole discretion to discontinue this offering in the future.