

APSL - Hong Kong (Asian Prime Sources Limited), Effective April 07, 2010
Wheeleez, Inc. (Authorized Warranty Service Provider for APSL - Hong Kong in the USA)
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LIMITED WARRANTY

CUSTOMER ACKNOWLEDGES THAT BY ACCEPTING AND USING THE Wheeleez® PRODUCT, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AND ITS WAIVERS. CUSTOMER SHOULD IMMEDIATELY RETURN THE PRODUCT IF THESE TERMS ARE NOT ACCEPTABLE.

APSL - Hong Kong ("COMPANY") warrants to the original purchaser ("Customer") of its Wheeleez® products (i.e. the Wheeleez® tire, rim assembly, and frame) that such products shall be free of defects in material and workmanship for the lesser of (i) ninety (90) days from the date of purchase in cases where the Customer leases or rents the Wheeleez® product to third parties; or (ii) six (6) months from the date of purchase by the Customer in the case of other sales (the "Warranty Period"). With respect to any defect in materials or workmanship occurring within the Warranty Period, notice thereof from the Customer must be received in writing by COMPANY at its principal place of business not later than 30 days after expiration of the Warranty Period ("Covered Defect") or the LIMITED WARRANTY will expire and be void. This limited warranty shall not extend to or apply to any industrial use of COMPANY'S product which would require metal bearings for the Wheeleez® wheel, such as in construction applications. In such applications, Customer shall look solely to the separate warranty provided by the bearing manufacturer. Should any court extend the protections of this warranty to such Customer, then the limitations herein stated as to the remedies, duration and extent of the warranty shall apply.

Upon receiving timely written notice of a Covered Defect, and in full satisfaction of its obligations under this LIMITED WARRANTY, COMPANY shall have the option of repairing or replacing any part or the whole of its product to cure the Covered Defect and fully satisfy its obligations hereunder. At its option, COMPANY may either (i) repair or replace the Covered Defect at the Customer's facility, in which event Customer shall cooperate fully with COMPANY, or (ii) COMPANY may require that the Customer ship the part or product affected by the Covered Defect to COMPANY or its designated repair facility for repair. All notices by Customer respecting any Covered Defect shall be through the contact for Wheeleez, Inc, noted above.

All warranty replacements require prior COMPANY approval and must be shipped to COMPANY freight pre-paid. All warranty parts or products are returned to the Customer with shipping charges COD unless otherwise agreed to in writing. If a product or part is replaced or repaired, the Warranty Period for such product or part shall be the later of (i) sixty (60) days after the date of repair or replacement of such defective part or product, or (ii) the remaining length of the original six (6) month Warranty Period for such product or part. Any sales representations or demonstrations shown to the Customer were for purposes of illustration only and do not alter this Limited Warranty or imply any uses for the Company's product other than those for which it was designed. Customer agrees as a condition of its purchase of the COMPANY'S products to review the limitations listed in the wheel/tire warranty information.

This product is not designed and should not be (i) used for horizontal movement along an incline where one side of the product is elevated above the other, (ii) moved at speeds in excess of normal walking speed (2-4 miles per hour), (iii) subjected to sharp turning maneuvers. Exceeding tire pressure and/or maximum payload limitations voids any Warranty. This product is not intended to be used for long-term storage under loaded conditions. This product is NOT legal for "ON-ROAD" use and is NOT intended to be used as a FLOTATION DEVICE, FLYING INSTRUMENT, or TOY.

Any use of this product in a manner other than that for which it was designed shall terminate any warranties hereunder. Furthermore, Seller will have no warranty obligations under this LIMITED WARRANTY if the products or goods furnished by COMPANY to Customer are subjected to abuse, misuse, negligence, OVERINFLATION, accident or any modification not approved by Seller (any modification approved by COMPANY must be carried out in accordance with COMPANY'S instructions, be approved in writing by COMPANY, and must be completed consistent with good engineering practices).

THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES AVAILABLE FOR ANY MALFUNCTION OR DEFECT IN THE COMPANY'S PRODUCTS, REGARDLESS OF THE FORM OF DAMAGES CLAIMED. CUSTOMER AND ALL OTHER PARTIES WHO ACQUIRE AN INTEREST OR USE COMPANY'S PRODUCTS HEREBY WAIVE AND RELEASE COMPANY FROM ANY OTHER WARRANTY OBLIGATIONS WHATSOEVER. EXCEPT TO THE EXTENT OF THE LIMITED WARRANTIES AND REMEDIES SPECIFIED HEREIN, COMPANY DISCLAIMS ANY AND ALL OTHER IMPLIED OR EXPRESS WARRANTIES OR REMEDIES, AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OF FITNESS, MERCHANTABILITY, OR USE.

REGARDLESS OF ANY OTHER PROVISION HEREIN, (i) COMPANY'S LIABILITY FOR DAMAGES DUE TO DEFECTS IN PRODUCTS OR SERVICES SHALL NOT EXCEED THE COST OF THE PRODUCT, PART, OR SERVICE PAID FOR BY THE CUSTOMER, AND (ii) NEITHER COMPANY NOR ITS AGENTS, REPRESENTATIVES OR SUCCESSORS IN INTEREST SHALL BE LIABLE FOR ANY CLAIMS FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY A MALFUNCTION OR DEFECT IN ITS PRODUCTS, WHETHER FOR LOSS OF USE, LOST REVENUE, LOST PROFIT, OR ANY OTHER FORM OF CONSEQUENTIAL OR SPECIAL DAMAGES.

THESE LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF THE CUSTOMER'S PARTICULAR USE OR APPLICATION OF THE COMPANY PRODUCT OR PART, AND REGARDLESS OF WHETHER OR NOT COMPANY KNEW OF SUCH PARTICULAR USE OR APPLICATION. NO AGENT, STAFF, OR EMPLOYEE IS AUTHORIZED TO EXTEND ANY WARRANTIES OR ASSURANCES TO A CUSTOMER CONTRARY TO THESE PROVISIONS UNLESS THEY ARE IN WRITING AND SIGNED BY AN OFFICER OF COMPANY.

ANY CHANGE IN THE TERMS OF THIS LIMITED WARRANTY AND LIMITATION ON LIABILITIES MUST BE IN WRITING AND SIGNED BY COMPANY.

This Warranty gives you specific legal rights while also limiting those rights and your remedies. You may also have other rights under applicable law and certain jurisdictions may preclude limitations on the length of a warranty or on the recovery of incidental or consequential damages. If any portion of this warranty and/or its limitations is deemed to be unenforceable, then the remaining portion shall be enforced.

Should Customer wish to enhance the warranties provided by COMPANY, it may do so by contacting COMPANY and negotiating for enhancements to the limited warranty herein granted based on price. However, no such enhancements shall be valid unless evidenced by a specific agreement to such effect, duly executed by an officer of, and after full payment for the additional costs of such an enhanced warranty.