

Limited Product Warranty

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

FORWARD INDUSTRIES, INC. WARRANTS THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP THAT WOULD RESULT IN PRODUCT FAILURE UNDER NORMAL CONSUMER CONDITIONS FOR THE DURATION OF THIS LIMITED PRODUCT WARRANTY.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED PRODUCT WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

Who is covered:

Forward Industries, Inc. (“**we**”) extend this limited product warranty only to the original purchaser of the Highmore accent tables or coffee tables (each, a “**product**”) or the person receiving the product as a gift from the original purchaser (“**you**”), and this limited product warranty does not extend to any other subsequent owner, transferee, or other person. To qualify for the warranty, you must provide proof of purchase in the form of the original order number or receipt. Individuals who hold the product as a gift are covered by the limited product warranty only if the

gift was from the original product purchaser and an original order number or receipt can be produced.

Who is not covered:

Those who have either purchased or received a product that was sold as new or refurbished from an unauthorized retailer, including, but not limited to, unauthorized resellers on websites such as Ebay.com, auction sites, or sales by surplus or bulk resellers, are not covered by the limited product warranty. For more information regarding the limitations on our warranty, please refer to the section below entitled “What is not covered”.

What we will do:

We will, in our sole and exclusive discretion, either repair or replace a defective product free of charge during the 90-day warranty period. If at our sole option we decide to replace a product, the replacement product may be a fully refurbished product or a new product, in our sole discretion. If your product cannot be replaced with a product of the same model type, we may give you a replacement product of similar or greater value. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the product. We also reserve the right at our sole option to issue a refund on any defective product, instead of repair or replacement.

What is covered:

This limited product warranty covers defects in materials and workmanship of the product for the 90-day warranty period.

What is not covered:

This warranty is not applicable to damages, defects, malfunction or failure to meet performance specifications for a product (as set forth in the applicable product documentation) resulting from:

1. Normal wear and tear.
2. Misuse of product, neglect, abuse, improper handling or storage, or accident.
3. Product service, testing, adjustment, installment, maintenance, repair, and alteration made by someone other than Forward Industries, Inc. or its authorized representatives.

4. Failure to follow the product instructions given by Forward Industries, Inc. including, but not limited to, improper use of an electric source or other operator error, or use of unauthorized accessories with a product.
5. Damage or loss during shipment or transit.
6. External causes such as floods, storms, fires, earthquakes, sunlight exposure, acts of God, weather, moisture, sand, dirt, electrical surges, battery leakage, vibration, corrosive environments or damage caused by the connection to other products.

This warranty also does not cover:

1. Products that are purchased or shipped outside of the U.S.A. or its territories.
2. Products that have been lost or stolen.
3. Material or workmanship defects that occur after the 90-day warranty period has concluded.

Duration of warranty:

All products carry a 90-day limited product warranty, which begins on the date of the purchase and continues for 90 days thereafter. We may change the availability of this limited product warranty at our discretion, but any changes will not be retroactive.

How to get service:

1. You must have an original order number showing proof of purchase; this requirement extends to those that receive the product as a gift from the original product purchaser.
2. To obtain warranty service on your product, please notify customer support at customerservice@forwardindustries.com during the 90-day warranty period to request assistance. If we agree service is required, we will provide you with a Return Material Authorization (RMA) number. Please do not return your product prior to obtaining an RMA number. No warranty service will be provided without an RMA number. Any product returned to Forward Industries, Inc. without an RMA or proof of purchase will be returned to the sender at your cost.
3. You are responsible for the shipping charges to return a product to Forward Industries, Inc. For repairs and replacements covered by this warranty, we will pay the return shipping charges to any destination in the U.S.A. as well as all labor and material expenses for items covered by the limited product warranty.

LIMITATION OF LIABILITY:

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED PRODUCT WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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.