

LIMITED EQUIPMENT WARRANTY

BRAINTRAIN, INC.

BrainTrain, Inc. ("Vendor") warrants that when each product is delivered to customer, it will be in good operating condition, free from defects in material and workmanship, and will perform in accordance with the Vendor's specifications for such product on the date of delivery under normal usage for a period of ninety (90) days from delivery. Vendor does not warrant that such product will meet customer's needs, that the operations of the product will be error free or uninterrupted, or that all errors in programming or functioning will be corrected.

Except for the express warranty set forth in the preceding paragraph, no other warrants or conditions (express or implied, arising by statute or otherwise in law of or from the course of dealing or usage of trade) are made or given. In particular, Vendor specifically disclaims any implied warranty or condition of merchantability, merchantable quality, or fitness for any purpose, particular, specific or otherwise. The interpretation and/or enforcement of this limited warranty will be in accordance with the laws of Virginia.

This warranty does not apply to defects arising out of accident, neglect, misuse, poor telephone or electrical circuits, failure of electric power, air conditioning, humidity control, equipment failure, or causes other than ordinary use, nor does it apply to causes beyond Vendor's control.

The total liability of Vendor for breach of any warranty shall be limited to a refund of purchase price (as depreciated) or repair or replacement of the defective item only, at the option of Vendor. In the event of defect, purchaser shall give Vendor prompt written notice. In the event it shall be necessary to repair or return the defective item, purchaser agrees to ship such to Vendor at purchaser's own cost.

In no event will Vendor be liable to you for any damages, including any lost profits, lost savings, loss of business information, incidental or consequential damages or any other pecuniary loss arising out of the use or inability to use the product even if Vendor or an authorized distributor has been advised of the possibility of such damages, or any claim by any other party (including by those relying on the data or information from use of the product).

The above limitation of liabilities shall be binding even if Vendor has been advised of the possibility of damages or loss. This warranty does not cover cable harnesses, batteries, lead wires, adaptors, sensors, electrodes or any other consumables sold by vendor.

Revised: 6/11/09