

Hendo™ Whitebox™ and Whitebox+™ Safety Warnings, Limitations on Liability, and Other Terms of Use

You must take the time to carefully read, understand, and follow the important safety instructions, warnings, and disclaimer information specified below.

THE HENDO WHITEBOX AND WHITEBOX+ REPRESENT A COMPLETELY NEW AND, UNTIL NOW, COMPLETELY UNKNOWN TECHNOLOGY. THE WHITEBOX AND WHITEBOX+ ARE EXPERIMENTAL PROTOTYPE DEVELOPER KIT DEVICES AND ARE NOT CONSUMER PRODUCTS. YOU ARE RESPONSIBLE FOR UNDERSTANDING ALL WARNINGS AND INSTRUCTIONS FULLY AND PERFORMING THE PROPER INSPECTIONS AND MAINTENANCE BEFORE AND AFTER EACH AND EVERY USE.

General Whitebox and Whitebox+ safety:

WARNINGS AND CAUTIONS:

- NEVER ALLOW CHILDREN TO OPERATE THE WHITEBOX, WHITEBOX+, HOVER ENGINES, OR ANY COMPONENTS THEREOF WHILE UNATTENDED AND WITHOUT PROPER ADULT SUPERVISION.
- NEVER PLACE ANY OBJECT BETWEEN THE WHITEBOX, WHITEBOX+, HOVER ENGINES, OR ANY COMPONENTS AND THE HOVER SURFACE. DOING SO MAY CAUSE SEVERE INJURY.
- NEVER TOUCH THE HOVER ENGINES WHILE THEY ARE IN OPERATION. THE HOVER ENGINES HAVE A SPINNING COMPONENT CONTAINING MAGNETS CALLED THE “STARM”, WHICH SPINS AT HIGH VELOCITIES AND CAN CAUSE SEVERE INJURY IF TOUCHED WHILE IT’S OPERATING.
- NEVER DISSASSEMBLE A STARM. STARMS SHOULD NEVER BE DISSASSEMBLED AND ARE NOT MEANT TO BE DISSASSEMBLED. CONTACT HENDO TO DISCUSS REPLACING ANY DAMAGED STARMS INSTEAD OF TRYING TO REPAIR THEM YOURSELF.
- HOVER SURFACE CAN BECOME HOT AND MAY CAUSE BURNS, MELTING OF MATERIALS, AND/OR FIRE. ALLOW TIME FOR SURFACE TO COOL AFTER EACH USE BEFORE TOUCHING OR USING AGAIN. RUNNING THE WHITEBOX OR WHITEBOX+ CONTINUOUSLY WITHOUT ALLOWING TIME FOR THE SURFACE TO COMPLETELY COOL MAY RESULT IN EXTREMELY HOT AND DANGEROUS TEMPERATURES ON THE HOVER SURFACE. ALWAYS WEAR PROPER SAFETY EQUIPMENT AND SHOES WHEN INTERACTING WITH HOVER SURFACE.

- **NEVER OPERATE THE WHITEBOX, WHITEBOX+, HOVER ENGINES, OR ANY COMPONENTS FACING UP OR AT AN ANGLE TO THE HOVER SURFACE. THE WHITEBOX AND WHITEBOX+ SHOULD ONLY BE USED WITH HOVER ENGINES DIRECTLY OVER THE HOVER SURFACE.**
- **NEVER GET CLOSE TO THE HOVER ENGINES IF YOU HAVE A PACEMAKER OR SIMILAR DEVICE. THE STRONG MAGNETIC FIELDS NEAR THE MAGNETS CAN AFFECT PACEMAKERS, ICDS AND OTHER IMPLANTED MEDICAL DEVICES. MANY OF THESE DEVICES ARE MADE WITH A FEATURE THAT DEACTIVATES IT WITH A MAGNETIC FIELD. THEREFORE, CARE MUST BE TAKEN TO AVOID INADVERTENTLY DEACTIVATING SUCH DEVICES.**
- Wear eye protection at all times when operating, working with, or using the Whitebox, Whitebox+, or their components.
- Always wear proper safety equipment and close toe shoes when operating the Whitebox, Whitebox+, or its components or when working on a hover surface.
- The Whitebox, Whitebox+, and their components consist of spinning, rotating, and moving parts. USE CAUTION and do not allow hair or clothing to become entangled in any such parts.
- The Whitebox, Whitebox+, and their components have exposed electrical circuits and wiring which may cause electrical shock. USE CAUTION when working near or with electrical components and batteries.
- Before running the hover engines, clear the area of anything metallic except for the hover surface itself. Metals containing iron, such as pieces of iron, nickel, steel, and cobalt, will attach to the hover engine and may become very dangerous as projectiles or as a cutting hazard.
- Be prepared to catch the Whitebox or Whitebox+ in case it leaves the conductive hover surface. You should help prevent the Whitebox or Whitebox+ leaving the surface by building a barricade around the hover surface. An example of a wood frame barricade can be found in the Whitebox and Whitebox+ User Guide on hendohover.com.
- Keep fingers clear of the bottom of the Whitebox, Whitebox+, hover engines, and STARMS.
- Please make sure area around engine is free of EVERYTHING – for example, fingers, wires, *anything* consisting of ferromagnetic metal.
- If disassembling the Whitebox or Whitebox+, be sure to keep hover engines and their components at least two (2) feet apart from one another. The magnets in the Whitebox and Whitebox+ are very strong and the components may snap together with great force if not kept sufficiently separated, which may cause significant injuries if a user is caught between such components.
- DO NOT USE on a ferromagnetic surface, such as a steel or iron work surface. Whitebox, Whitebox+, and the hover engines will attach to it and may be damaged because the magnets may be loosened.

- **DO NOT USE** your Whitebox or Whitebox+ if its STARMS attach to a ferromagnetic surface or to any ferromagnetic metal (e.g. steel wrench or hammer). As the magnets in the STARMS may have been loosened and could become dangerous.
- It is best to work on wood or other steel-free bench type, such as plastic.
- **DO NOT EXCEED 4400 RPM AND DO NOT** use batteries that do not meet our exact specifications, which can be found in the online User Guide at hendohover.com. Doing so can cause damage to device, injury to operator, and/or battery fire.
- **USE CAUTION:** The battery will short if plugged in backward. This is extremely dangerous. While the connectors are designed to mate only one way, take care to orient the connector the correct way before plugging in to prevent unintentional contact.

Magnet Safety:

The neodymium magnets in our hover engines and associated components are extremely strong. They must be handled with care to avoid personal injury or damage to the magnets.



Powerful attraction forces can cause serious injury.

Neodymium magnets are more powerful than other kinds of magnets. The incredibly powerful force between magnets can often be surprising to those unfamiliar with their strength. Fingers and other body parts can be pinched between two magnets. With larger magnets, injuries of this type can be severe. In the case of our STARMS, the magnetic fields are designed to be even stronger than individual magnets and great care should be taken in handling the box and especially in removing the engines from the box.



Neodymium magnets are not for children.

Neodymium magnets are not toys. Children should not be allowed to handle neodymium magnets. Small magnets can pose a choking hazard. If multiple magnets are swallowed, they can attach to one another through intestine walls. This can cause a severe health risk, requiring immediate, emergency surgery if correctly diagnosed.



Neodymium magnets can affect pacemakers.

The strong magnetic fields near a neodymium magnet can affect pacemakers, ICDs and other implanted medical devices. Many of these devices are made with a feature that deactivates it with a magnetic field. Therefore, care must be taken to avoid inadvertently deactivating such devices.



Neodymium magnets are brittle and fragile.

Neodymium magnets are made of a hard, brittle material. Despite being made of metal, and having a shiny nickel plating metallic appearance, they are not as durable as steel. Neodymium magnets can peel, chip, crack or shatter if allowed to slam together. Eye protection should be worn when handling magnets, since shattering magnets can launch small pieces at great speeds. Neodymium magnets are not easily drilled or machined.



Neodymium magnet dust or particles should never be inhaled or ingested.

Neodymium magnets are made of a hard, brittle material. Despite being made of metal, and having a shiny nickel plating metallic appearance, they are not as durable as steel. Neodymium magnets can peel, chip, crack, create dust, create particles, or shatter if allowed to slam together or if broken. These particles, pieces, and dust may be poisonous or harmful if inhaled or ingested and could cause serious injury. A dust mask or respirator should be worn when handling magnets.



Magnets can affect magnetic media.

The strong magnetic fields near neodymium magnets can damage magnetic media such as floppy disks, credit cards, magnetic I.D. cards, cassette tapes, video tapes or other such devices. They can also damage televisions, VCRs, computer monitors and CRT displays. Avoid placing neodymium magnets near electronic appliances.



Neodymium magnets can become demagnetized at high temperatures.

While operating temperatures are often listed as 80°C (175°F), the actual maximum operating temperature of a magnet can vary depending on the grade, magnet shape and how it is used.



Neodymium magnet powder or dust is flammable.

Avoid drilling or machining neodymium magnets. When ground into a dust or powder, this material is highly flammable.



Those with nickel allergies should avoid prolonged contact with magnets.

A small percentage of people have a nickel allergy, where an allergic reaction can cause redness and a skin rash. Those with nickel allergies should avoid directly handling nickel plated neodymium magnets.



Strong magnetic fields can interfere with compasses and navigation.

IATA (International Air Transport Association) and US Federal rules and regulations cover shipping magnets by air and ground delivery. Magnetic fields can influence compasses or magnetometers used in air transport. They can also affect internal compasses of smartphone and GPS devices.



Neodymium magnets can corrode.

Neodymium magnets can rust or corrode in the presence of moisture. While the three layer, nickel-copper-nickel plating on most of our magnets provides enough protection for many applications, they are not waterproof. If used underwater, outdoors or in a moist environment, they can corrode and lose magnetic strength.

Engine Safety:

- The hover engines are comprised of motors, various other components, and a high-velocity spinning armature that for purposes of this document is called the “STARM”. Among other things, the STARM contains the magnets that are being rotated.
- The hover engine motor operates at 400Kv.
- DO NOT exceed 4400 RPM.
- DO NOT use a higher voltage battery than recommended below.
- Before and after use always inspect STARM for signs of wear. If a STARM cap is lifted, chipped, cracked, or in any way damaged, immediately discontinue use.
- Before and after use always inspect the bottom of the hover engines and STARMS for anything that might have gotten attracted to magnetic field and stuck to the STARM (washers, screws, Allen wrenches, etc... can unknowingly get stuck to the engines and then fly off during engine startup).
- Take special care not to allow spinning STARMS to contact anything (especially the conductive surface) as this may cause the STARM to break apart.
- If STARMS become stuck to one another, slide and rotate them apart to separate them.
- Do not disassemble the motor from the STARM.

Fuse Safety:

- DO NOT bypass fuse. Doing so may cause heat, sparking, and fire.
- Wires going into the fuse holder can get hot and may cause burns. Use caution when touching or inspecting the fuse, fuse holder, and wires.

- The Fuse may still be hot even if the fuse holder is cool.
- Vibration, normal use, and/or heat cycles can loosen the set screw that connects the wire to the fuse and/or the fuse holder. Contact between the screw and the wires can worsen and create dangerous conditions such as increased heat, sparking, and/or fire.
- Use caution when handling fuse. It is fragile and can break or shatter.
- For more information relating to the fuse including instructions for proper use, refer to the Whitebox User Guide located on hendohover.com.

Lithium Polymer (“LiPo”) Battery Safety:

WARNING: Read and understand before charging or using battery

- **IMPORTANT SAFETY INSTRUCTIONS AND WARNINGS**
 - ALWAYS REFER TO THE MANUFACTURER’S INSTRUCTIONS, WARNINGS, AND TERMS OF USE BEFORE USING ANY BATTERY
 - You must read these safety instructions and warnings before using or charging your batteries.
 - LiPo batteries are volatile. Failure to read and follow the below instructions may result in fire, personal injury and damage to property if charged or used improperly.
 - Hendo and Arx Pax DO NOT assume any liability for failures to comply with these warnings and safety guidelines.
 - By using the battery, the buyer assumes all risks associated with LiPo batteries. If you do not agree with these conditions, return the battery immediately before use.
 - For more information regarding proper use and safety always contact or refer to the manufacturer of the battery. Hendo and Arx Pax do not manufacture batteries.

General Battery Warnings

- **KEEP BATTERIES AWAY FROM CHILDREN AND PETS AT ALL TIMES.**
- Use specific LiPo charger only. Do not use a NiCd or NiMh charger - Failure to do so may cause a fire, which may result in personal injury and property damage.
- Never charge batteries unattended. When charging LiPo batteries you should always remain in constant observation to monitor the charging process and react to potential problems that may occur.
- Some LiPo chargers on the market may have technical deficiencies that may cause it to charge the LiPo batteries incorrectly or at an improper rate. IT IS SOLELY YOUR RESPONSIBILITY TO ASSURE THE CHARGER YOU PURCHASED WORKS PROPERLY. Always monitor the charging process to assure batteries are being charged properly. Failure to do so may result in fire.
- If at any time you witness a battery starting to balloon or swell up, discontinue charging process immediately. Disconnect the battery and observe it in a safe place for

approximately 15 minutes. Continuing to charge a battery that has begun to swell will result in fire. Likewise, never use a battery if you find it swollen or ballooned upon purchase.

- Since delayed chemical reaction can occur, it is best to observe the battery as a safety precaution. Battery observation should occur in a safe area outside of any building or vehicle and away from any combustible material.
- Wire lead shorts can cause fire! If you accidentally short the wires, the battery must be placed in a safe area for observation for approximately 15 minutes. Additionally, if a short occurs and contact is made with metal (such as rings on your hand), severe injuries may occur due to the conductivity of electric current.
- A battery can still ignite even after 10 minutes.
- In the event of a crash or damage to the Whitebox or Whitebox+, you must remove battery for observation and place in a safe open area away from any combustible material for approximately 15 minutes.
- If for any reason you need to cut the terminal wires, it will be necessary to cut each wire separately, ensuring the wires to not touch each other or a short may occur, potentially causing a fire.
- Be careful not to short the wire lead. If you accidentally cause the battery to short, place it in a safe open space and observe the battery for approximately 15 minutes. A battery may swell or even possibly catch fire after a short time.
- Some manufacturers of LiPo batteries do not mention the word “explosion” but refer to “venting with flame” or “rapid disassembly.” Although seen as a slower and more controlled process than explosion, venting with flame, or rapid disassembly, can nevertheless be violent and inflict injury to those in close proximity.
- In case of a LiPo fire, immediately call 9-1-1.
- Use a foam extinguisher, CO2, dry chemical, powdered graphite, copper powder or soda (sodium carbonate) to extinguish a LiPo fire. Only pour water to prevent the fire from spreading.

Before You Charge Warnings

- Make a visual inspection of the pack. Look for any damaged leads, connectors, broken shrink, swelling of cells, or other irregularities. Do not use if you find any of the above issues with your pack.
- **CAUTION:** Take care not to puncture battery when taking apart the Whitebox or Whitebox+ or moving the battery or any components near the battery. Puncturing the battery is an extreme fire hazard.
- Before installing or changing the connector, check the voltage of the pack using a digital voltmeter (not your charger). All new packs ship at approximately 3.80V per cell.
- Example - 3S pack should read approximately 11.40V
- If any damage to the pack or leads is found, or the voltage is significantly less for your pack than specified above, do not attempt to charge or fly the pack.

Charging Process Warnings

- Never charge batteries unattended.
- Charge in an isolated area, away from other flammable materials on a concrete surface outside of buildings or always in a non-conductive, fireproof container or bag.
- Let the battery cool down to ambient temperature before charging.
- Connection: Be sure that the correct polarity is observed when connecting battery packs to charger or Whitebox and Whitebox+.
- Do not charge batteries packs in series. Charge each battery pack individually. Failure to do so may result in incorrect battery recognition and charging functions. Overcharging may occur and fire may be the result.

Storage & Transportation Warnings

- Store battery at room temperature between 40 and 80 degrees F for best results.
- Do not expose battery pack to direct sunlight (heat) for extended periods.
- When transporting or temporarily storing in a vehicle, temperature range should be greater than 20 degrees F but no more than 150 degrees F.
- Storing battery at temperatures greater than 170 degrees F for extended periods of time (more than a few minutes) may cause damage to battery and possible fire.

Battery Product Warranty

- HENDO DOES NOT WARRANTY ANY BATTERY WE SUPPLY. ALL WARRANTIES ARE SUPPLIED STRICTLY FROM THE MANUFACTURER. LOOK AT THE MANUFACTURER INFORMATION ON THE PRODUCT FOR DETAILS.

Disclaimers, Waiver, Indemnity, Choice of Law, and Limitations on Liability:

WAIVER: IN CONSIDERATION OF BEING PERMITTED TO USE THE WHITEBOX, WHITEBOX+, AND OTHER EQUIPMENT AND SERVICES OF HENDO AND/OR ARX PAX, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ARX PAX, HENDO, AND ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY FROM ANY AND ALL CLAIMS INCLUDING THE NEGLIGENCE OF HENDO AND/OR ARX PAX, RESULTING IN PERSONAL INJURY, ACCIDENTS OR ILLNESSES (INCLUDING DEATH), AND PROPERTY LOSS ARISING FROM, BUT NOT LIMITED TO, USE OF THE WHITEBOX, WHITEBOX+, ANY OF ITS RESPECTIVE COMPONENTS, OR ANY OTHER EQUIPMENT SUPPLIED TO YOU BY HENDO AND/OR ARX PAX.

ASSUMPTION OF RISKS: HOVERING OBJECTS, BY ITS VERY NATURE, CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES. HENDO AND ARX PAX HAVE SUPPLIED THE WHITEBOX, WHITEBOX+, THEIR

RESPECTIVE COMPONENTS, AND OTHER EQUIPMENT SUPPLIED BY HENDO AND ARX PAX FOR ACTIVITIES RELATED TO THE USE OF THE WHITEBOX AND/OR WHITEBOX+. HENDO AND ARX PAX HAVE ATTEMPTED TO LIST THE RISKS IT IS AWARE OF IN THIS "HENDO WHITEBOX AND WHITEBOX+ SAFETY INSTRUCTIONS" GUIDE WHICH ACCOMPANIES THE WHITEBOX AND WHITEBOX+. THERE ARE OTHER UNKNOWN RISKS AND THAT HENDO AND ARX PAX CANNOT KNOW OR IDENTIFY ALL RISKS ASSOCIATED WITH THE TECHNOLOGY IN GENERAL OR THE WHITEBOX AND WHITEBOX+.

THE SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER, BUT THE RISKS RANGE FROM 1) MINOR INJURIES SUCH AS SCRATCHES, BRUISES, AND SPRAINS 2) MAJOR INJURIES SUCH AS EYE INJURY AND/OR LOSS OF SIGHT, JOINT OR BACK INJURIES, HEART ATTACKS, AND CONCUSSIONS 3) CATASTROPHIC INJURIES INCLUDING PARALYSIS AND DEATH.

I HAVE READ THE PREVIOUS PARAGRAPHS AND I KNOW, UNDERSTAND, AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE ACTIVITIES MADE POSSIBLE BY HENDO AND/OR ARX PAX. I HEREBY ASSERT THAT MY USE OF THE WHITEBOX AND/OR WHITEBOX+ IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.

INDEMNIFICATION AND HOLD HARMLESS: I ALSO AGREE TO INDEMNIFY AND HOLD HENDO AND ARX PAX HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY'S FEES BROUGHT AS A RESULT OF MY INVOLVEMENT WITH OR USE OF THE WHITEBOX AND/OR WHITEBOX+ AND TO REIMBURSE HENDO AND ARX PAX FOR ANY SUCH EXPENSES INCURRED.

SEVERABILITY AND CHOICE OF LAW: BY MY USE OF THE WHITEBOX AND/OR WHITEBOX+, I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER, ASSUMPTION OF RISKS, AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF CALIFORNIA AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

BY MY USE OF THE WHITEBOX AND/OR WHITEBOX+, I FURTHER EXPRESSLY AGREE THAT ANY DISPUTES ARISING FROM MY USE OF THE WHITEBOX AND/OR WHITEBOX+ SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS, SPECIFICALLY THE COURTS OF SANTA CLARA COUNTY, CALIFORNIA FOR STATE LAWS DISPUTES AND COURTS OF THE NORTHERN DISTRICT OF CALIFORNIA FOR FEDERAL LAW DISPUTES AND I CONSENT TO THE JURISDICTION OF SUCH COURTS, AGREE TO ACCEPT SERVICE OF PROCESS BY MAIL, AND HEREBY WAIVE ANY JURISDICTIONAL OR VENUE DEFENSES OTHERWISE AVAILABLE TO ME.

ANY MODIFICATIONS OF THIS AGREEMENT MUST BE IN WRITING, SIGNED BY HENDO AND/OR ARX PAX AND MYSELF, AND DATED. THE RIGHTS AND RESPONSIBILITES HEREIN SHALL NOT BE

ASSIGNABLE, IN WHOLE OR IN PART, BY ME WITHOUT THE PRIOR WRITTEN CONSENT OF HENDO AND/OR ARX PAX PARTY.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THE ABOVE WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND CHOICE OF LAW PROVISION AND I FULLY UNDERSTAND THE TERMS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT, BY MY USE OF THE WHITEBOX AND/OR WHITEBOX+, I AM ENTERING INTO THESE TERMS FREELY AND VOLUNTARILY, AND INTEND BY MY USE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE WHITEBOX AND WHITEBOX+ ARE EXPERIMENTAL PROTOTYPE DEVELOPER KIT DEVICES AND ARX AND HENDO EXTEND NO WARRANTY OF ANY KIND.

ARX PAX AND HENDO'S LIABILITY TO KICKSTARTER BACKER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED IN ANY CASE THE RETURN OF THE AMOUNT OF THE KICKSTARTER DONATION AMOUNT DONATED BY KICKSTARTER BACKER AND UNDER NO CIRCUMSTANCES SHALL ARX PAX OR HENDO BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE AMOUNT DONATED BY THE KICKSTARTER BACKER FOR THE WHITEBOX AND/OR WHITEBOX+ IS CONSIDERATION FOR LIMITING ARX PAX'S AND HENDO'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS SALE MAY BE BROUGHT BY KICKSTARTER BACKER MORE THAN SIX (6) MONTHS AFTER THE DATE OF THE KICKSTARTER BACKER'S RECEIPT OF THE WHITEBOX AND/OR WHITEBOX+. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT WILL ARX PAX OR HENDO BE RESPONSIBLE OR LIABLE FOR PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, OR (B) INDEMNIFICATION OF KICKSTARTER BACK OR OTHERS FOR COSTS, DAMAGES OR EXPENSES ARISING OUT OF OR RELATED TO THE WHITEBOX AND/OR WHITEBOX+.