

Limited Warranty and Limitation of Liability

LIMITED WARRANTY. Exacq hardware products are warranted against defects in materials and workmanship for three (3) years from the date Exacq ships the products to the Customer. All software products are licensed to the Customer under the terms of the appropriate Exacq Technologies license. For a period of ninety (90) days from the Delivery Date, Exacq software products (when properly installed on Exacq hardware products) (a) will perform substantially in accordance with the accompanying written materials, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization number from Exacq before returning any products under warranty to Exacq. Customer shall pay expenses for shipment of repaired or replacement products to and from Exacq. After examining and testing a returned product, if Exacq concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if products or parts are damaged by (a) improper handling, normal wear and tear, accidents, theft, vandalism, fire, water or other peril; (b) conditions outside the specifications for operation of the products, including but not limited to, electrical power, temperature humidity, dust or lightning; (c) Customer supplied third party software not intended for use with the applicable Exacq software; (d) utilization of an improper hardware or software key; (e) or improper use, negligence, repair, alteration or maintenance of the product not performed by Exacq Technologies, Inc. or its authorized service centers or authorized technicians.

CUSTOMER REMEDIES. Exacq's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective products, provided that Exacq receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

RETURN/CANCELLATION POLICY. Customer may return unwanted products within thirty (30) days of the Delivery Date. Customer shall pay a twenty percent (20%) restocking charge on any unwanted products returned to Exacq within thirty (30) days of the delivery date. Customer shall pay a thirty percent (30%) restocking charge on any unwanted products returned to Exacq within thirty (30) to sixty (60) days of the delivery date. Returned products must be new, in the box, with all the accessories and in original condition. No returns will be accepted after the sixty (60) day period has expired. No returns will be accepted on software-only orders of IP licenses. Where special equipment or services are involved, Customer shall be responsible for all related work in progress; however, Exacq shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return Material Authorization number must be obtained from Exacq for return of any products. Exacq may terminate any order if any representations made by Customer to EXACQ are false or misleading.

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