

# Limited Warranty and Limitation of Liability

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**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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