



NEPTECH, INC.

**2000 E. Highland Road
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Neptech, Inc. LIMITED WARRANTY AGREEMENT

Neptech, Inc. warrants to the original purchaser (hereinafter 'Purchaser') and in lieu of all other warranties that the system purchased shall be free from defects in material and workmanship under intended use and service for a period of two (2) years after delivery of the system to original purchaser. Neptech, Inc.'s obligation under this warranty shall be limited to the repair or exchange, at Neptech's option, of any part or parts which may prove defective under intended use and service as determined by Neptech after said part or parts have been examined by Neptech Technicians. Neptech will pay for standard transportation on incoming and outgoing warranty related parts. Charges for expedited shipping will be the responsibility of the purchaser. If a site visit is required to assess or repair at purchaser's site and Neptech, Inc. is found to be liable, then no hourly rate will be charged but travel expenses will not be covered under this warranty. If it is found that Neptech, Inc. is not liable then an hourly rate of \$65.00 (sixty-five dollars) will be charged from time of arrival to jobsite until completion of work, and travel expenses will be charged to the purchaser.

This warranty is in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose. Neptech, Inc. shall not be liable under expressed or implied warranty for incidental or consequential damages or other obligations or liabilities on the part of the purchaser. Neptech neither assumes nor authorizes any other person to act on behalf of Neptech's liability in connection with Neptech products. The above limited warranty does not apply to damage of Neptech product caused by accidents, alterations, negligence, tampering or improper or unreasonable use or failure to provide reasonable maintenance. Neptech makes no warranty whatsoever in respect to accessories or parts not supplied by Neptech, Inc.

Neptech reserves the right to make changes in the design of any product at any time without obligation for retroactive action to the Neptech product. Failure to employ, attach and/or use any and all recommended safety devices (including electrical grounding) and failure to follow and/or comply with any recommended safety procedure shall constitute a waiver of this limited warranty. Neptech shall not be responsible for any incidental or consequential damages as a result of the aforementioned.

FURTHERMORE, Neptech, Inc. specifically excludes or disclaims any warranty, express or implied, based on any sample or model shown by Neptech, Inc. to the purchaser for demonstration purposes only.

LIMITATION OF REMEDIES: The parties agree that the buyer's sole and exclusive remedy against Neptech, Inc. shall be for the repair or replacement of components which are defective and which have not been misused, carelessly handled, or defaced by the repair or repairs made or attempted by others. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to him. This exclusive remedy shall not be deemed as to have failed of its essential purpose so long as Neptech, Inc. is willing and able to repair or replace defective parts in the prescribed manner.

DISCLAIMER OF WARRANTY

THE GRAPHICS AND DATA SUPPLIED WITH THE SYSTEM HAVE BEEN COMPILED FROM AUTHORITATIVE SOURCES. EVERY EFFORT HAS BEEN MADE BY Neptech, Inc. TO ASSURE ACCURACY; HOWEVER, MANUFACTURING CHANGES, ERRORS OR OMISSIONS MIGHT OCCUR. Neptech, Inc. DOES NOT ASSUME RESPONSIBILITY NOR CAN IT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE RESULTING FROM VEHICLE MANUFACTURERS' CHANGES, ERRORS OR OMISSIONS IN THIS SYSTEM.