

**GEOMATION, INC. (“Geomation”)
WARRANTY TERMS**

1. WARRANTY

a. GENERAL PROVISIONS

Geomation hardware products are warranted against defects in materials and workmanship. If Geomation receives notice of such defects during the warranty period, Geomation shall, at its option, either repair or replace hardware products which prove to be defective.

Geomation software and firmware products which are designated by Geomation for use with a hardware product, when properly installed on that hardware product, are warranted not to fail to execute their programming instructions due to defects in materials and workmanship. If Geomation receives notice of such defects during the warranty period, Geomation shall repair or replace software media and firmware which do not execute their programming instructions due to such defects. Geomation does not warrant that the operation of the software, firmware or hardware shall be uninterrupted or error free.

If Geomation is unable, within a reasonable time, to repair or replace any product to a condition as warranted, Buyer shall be entitled to a refund of the purchase price upon return of the product to Geomation.

b. DURATION AND COMMENCEMENT OF WARRANTY PERIOD

The warranty period begins on the date of shipment by Geomation, or by a Geomation Authorized Distributor. In addition, the customer must register the product before a warranty claim can be exercised. The warranty duration for Geomation manufactured products is one (1) year.

c. SYSTEM COMPONENTS WARRANTED BY OTHERS

Certain items resold by Geomation have warranty terms extended to the end user by the manufacturer. These components consist primarily of batteries and certain MCU Options and Accessories, computers, computer options, and peripherals. Most original equipment manufacturers’ (OEM) warranty terms are similar to those of Geomation in duration and performance. Batteries are warranted for ninety (90) days.

d. PLACE OF PERFORMANCE

Standard warranty services for Geomation manufactured products are performed at Geomation's Golden, CO factory. Products returned to the factory for warranty repair will only be accepted if they are shipped freight pre-paid (including all duties and taxes) and are accompanied by a Return Material Authorization (RMA) number, obtained by telephone or writing from Geomation's Service Department. Products repaired under the standard warranty will be returned to the Buyer, freight pre-paid by Geomation, except for products returned to Buyer from another country.

On-site warranty services are subject to conditions of separate agreement.

e. LIMITATION OF WARRANTY

The foregoing warranty shall not apply to defects resulting from:

1. Improper or inadequate maintenance by Buyer;
2. Buyer-supplied software or interfacing;
3. Unauthorized modification or misuse;
4. Operation outside of the environmental specifications for the product; or
5. Improper site preparation and maintenance.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. GEOMATION SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITATION OF REMEDIES AND LIABILITY

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL GEOMATION BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.