

EXACTMOSAICS LIMITED WARRANTY.

ExactMosaics warrants that the Products, shall be free from defects in material and workmanship in accordance with the following terms: Who is covered by this warranty. This warranty extends to the Buyer and to a purchaser of Products from ExactMosaics or a distributor or retailer authorized by ExactMosaics, and to those persons who, under applicable state law, are entitled to rely hereon as third party beneficiaries (each a "Subsequent Purchaser").

COVERAGE UNDER THIS WARRANTY LASTS FOR TWELVE (12) MONTHS FROM THE DATE OF PURCHASE. ExactMosaics will, at its option, either (i) replace defective Products free of charge, provided that the Buyer or the Subsequent Purchaser pays the shipping, insurance and customs duties, if applicable, for the returned Products and the replacement Products or (ii) pay to the Buyer or the Subsequent Purchaser the replacement value of the defective Products. In no case shall ExactMosaics have to pay an amount greater than the price paid to ExactMosaics for the Products which are found to be defective. In either case, the Buyer and/or the Subsequent Purchaser must comply with the Claims Procedure described below. ExactMosaics will not be responsible for payment of any labor or material expenses to diagnose, adjust, service, remove, install or replace the Products. In the event that ExactMosaics replaces any defective Products with substitute Products, Buyer acknowledges and agrees that such substitute Products may not be identical to the defective Products. In replacing any defective Products, ExactMosaics will use reasonable efforts to ensure that the substitute Products are as similar as possible to such defective Products.

Claims Procedure. The Buyer or Subsequent Purchaser must notify ExactMosaics of defective Products in writing by registered or certified mail, return receipt requested, within thirty (30) days after the discovery thereof, but no later than the warranty period, **TIME BEING OF THE ESSENCE.** The notice must include proof of purchase, sent to the following address: ExactMosaics 2260 N. Point St, San Francisco, CA 94123 (a copy of the notice may also be sent by e-mail to nick@exactmosaics.com). ExactMosaics may, at its discretion, require that the Buyer or the Subsequent Purchaser return any and all defective Products. However, no Products shall be returned to ExactMosaics without its prior written authorization.

LIMITATIONS. THIS WARRANTY SHALL NOT APPLY TO DEFECTS OR DAMAGE (LATENT OR OTHERWISE) OF THE PRODUCTS CAUSED BY MISUSE, ABUSE, NEGLIGENCE OR IMPROPER HANDLING OR STORAGE; BY WEATHER OR TEMPERATURE, WATER, CHEMICALS OR ACID RAIN; BY HAIL, IMPACT OF FOREIGN OBJECTS, EARTHQUAKE, HURRICANE, TORNADO, LIGHTNING, FLOOD, OTHER VIOLENT STORM OR CASUALTY, OR ACTS OF GOD; BY SETTLEMENT, MOVEMENT, DISTORTION, FAILURE OR CRACKING OF THE SUPPORT STRUCTURE OR BASE; BY EXPOSURE TO HARMFUL CHEMICALS; OR BY DAMAGE OCCURRING DURING SHIPPING OR HANDLING BY THE INSTALLER OR SUPPLIER; OR BY IMPROPER INSTALLATION.