



## STATEMENT OF WARRANTIES, REMEDIES, RESTRICTIONS AND DISCLAIMERS

### *For Motus M-DRIVE™ Technology products*

Congratulations on your purchase of **Motus M-DRIVE™ Technology** products. This is the buyer's ("**you**" and "**yours**") exclusive statement ("**Statement**") of product warranties and related remedies, restrictions, and disclaimers offered by Motus Labs, LLC ("**Motus Labs**").

Checking the box marked "Agree" on the Motus Labs website is a condition of your purchase. By checking it you represent to Motus Labs that you have read and accept the warranties stated below as your exclusive warranties for Motus Labs M-Drive Technology products. It means that you contractually, irrevocably agree to be bound by the warranties, limitations, restrictions and disclaimers stated below, and that your purchase and use of Motus Labs products are subject to those limitations, restrictions and disclaimers.

### WARRANTIES

1. **Motus Labs** warrants that new and unused product (the "**Product**") sold by **Motus Labs** to you shall be free from defects in material or workmanship for a period of one (1) year from the date shipment.
2. The warranty is exclusive, in lieu of any other warranty, express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or infringement.
3. You shall promptly notify **Motus Labs** in writing of any alleged defect. Warranty claims must be made by you, the person or entity who originally purchased the product from **Motus Labs**.
4. Products manufactured by **Motus Labs** may include new parts or serviceable used parts that are functionally equivalent to new parts.
5. This warranty is not transferrable to a third party.
6. **Motus Labs'** obligation under this warranty is limited to where the product has been used under normal conditions for which it was designed, installed, operated and maintained in accordance with the product specification and handling instructions.
7. This Warranty does not cover defects which result from misuse, improper installation or repair, alterations or modifications by you or any third party, any natural disaster or any loss, damage, defect, claim or non-performance resulting from or attributable to your use of the product outside the range of **Motus Labs'** specifications.
8. All descriptions, shipping specifications and illustrations of the Products in catalogs, brochures and price lists otherwise provided by **Motus Labs** and not expressly and specifically set out at [www.motus-labs.com](http://www.motus-labs.com) on the date of purchase were and are for general guidance only. **Motus Labs** is not responsible for any errors or omissions in them, nor loss or damage resulting from reliance on them.
9. **Motus Labs** does not warrant that it or the Products are in compliance with any industry standards, guidelines, or procedures, nor the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction unless, otherwise specifically provided in this Warranty Statement. You affirm that you have not relied upon **Motus Labs'** skill or judgment to select or furnish Products for any particular purpose.
10. No employee or agent of **Motus**, other than an officer or other authorized representative of **Motus**, is authorized to make any warranty in addition to the foregoing.

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## RETURNS

1. In no event may you return to **Motus** any Products purchased hereunder for any reason whatsoever without prior written consent of **Motus** or its authorized sales representative.
2. If the Product is defective in workmanship or material, and provided you provide prompt written notice to **Motus** of the defect within the Warranty Period, **Motus** will at its option, during the Warranty Period
  - repair or replace the Product at no charge to you; or
  - provide to you a credit equal to the purchase price of the Product.
3. This remedy is conditioned upon written notice of a claimed defect having been given by you to **Motus** within the Warranty Period, and within thirty (30) days from the date any such defect is first discovered.
4. The Product claimed to be defective must be returned to **Motus** properly packaged, accompanied by a Return Material Authorization (RMA) issued by **Motus**'s facility responsible for supplying Product, with transportation prepaid by you, with written specifications of the claimed defect. You agree to respond to reasonable inquiries from **Motus** regarding the nature and occurrence of the claimed defect, and its possible causes.
5. If a warranty claim is valid, **Motus** shall pay reasonable one-way costs of transportation of the defective Product from either the original destination or the location where defect occurred, whichever is closest to **Motus**'s facility.
6. Such repair, replacement or issuance of a credit shall be your sole and exclusive remedy with respect to a breach of the warranty set forth herein.
7. All costs of de-installation or re-installation of the Product shall be borne by you.
8. Product that is repaired or replaced during the Warranty Period is warranted for a period of six (6) months from the date of repair or replacement or the unexpired term of the original Warranty Period, whichever period is longer.
9. Where Product is replaced pursuant to this paragraph, you shall be invoiced for the replaced Product and then issued a credit for such Product.

## LIMITATIONS OF REMEDIES

1. **YOUR REMEDIES CONTAINED IN THIS STATEMENT ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES AVAILABLE TO YOU UNDER APPLICABLE LAW.**
2. **MOTUS'S TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS CONTRACT IS LIMITED, AT MOTUS'S SOLE DISCRETION, TO EITHER REPAIR, REPLACE OR RETURN THE PURCHASE PRICE PAID, FOR ANY PRODUCT WHICH IS COVERED UNDER THIS WARRANTY AND FOUND BY MOTUS TO BE DEFECTIVE, AS STATED IN THE SECTION ABOVE ENTITLED "RETURNS." IN NO EVENT SHALL MOTUS'S LIABILITY EXCEED THE CONTRACT PRICE YOU HAVE PAID FOR THE PRODUCT THAT IS THE BASIS FOR ANY ALLEGED OR COVERED CLAIM.**
3. **IN NO EVENT SHALL MOTUS HAVE LIABILITY TO YOU FOR, AND YOU WAIVE ALL CLAIMS AGAINST MOTUS FOR, ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, COSTS OR EXPENSES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION**

ARISING, DIRECTLY OR INDIRECTLY, FROM PRODUCT THAT IS THE SUBJECT OF THIS CONTRACT, OR THE USE OR FAILURE THEREOF, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, PROFITS OR INJURY TO PERSONS OR PROPERTY. THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IN THE EVENT THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE.

4. MOTUS SHALL HAVE NO LIABILITY FOR INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHTS, TRADE DRESS, TRADE SECRETS OR SIMILAR RIGHTS EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.
5. No actions arising out of the sale of Product covered by this order, other than an action by *Motus* to recover the purchase price of such Product, may be brought by either party more than one (1) year after the cause of action accrues.

#### **APPLICABLE LAW; GOVERNMENT TERMS; SURVIVAL OF TERMS**

This Statement shall be governed, construed and enforced under the law of the State of Texas including the uniform commercial code in force on the date of your purchase relating to this Statement ("**UCC**"), without regard to its conflict of law rules and except as provided herein.

If this order is issued pursuant to a U.S. Government prime or subcontract, the foregoing conditions of sale are hereby modified as required (mandatory flow down only) to include such terms and conditions of the Federal Acquisition Regulations in effect as of the date of order and only as directly applicable based on value of this order.

The provisions of the preceding Section and this Section (Limitations of Remedies; and Applicable Law, Government Terms, Survival of Terms) shall survive any termination or expiration of the Statement and shall apply regardless of the basis of your claim, be it in contract, warranty, tort or otherwise.



17817 Davenport Road | Suite 210 | Dallas, TX 75252  
v5/7/2020