

## **Sigmark Company, LLC. Limited Warranty**

Sigmark Company, LLC (Sigmark) warrants that the Original End User (customer) will be satisfied with their purchase of the eSignInSheet Software or return it for their money back within thirty (30) days of the date of purchase. Sigmark supports their software program for one year from the date of purchase. The customer must request a Return Authorization from Sigmark prior to returning any items purchased. The customer must return the items in their original condition, packaging, configuration and settings. The customer is responsible for the return shipping and handling charges. Sigmark is not responsible for returns lost, stolen or damaged in transit. It is recommended that returns be shipped insured and signature receipt required.

**Warranty Limitations and Exclusions:** This warranty is not transferable. This warranty does not apply to defects resulting from: improper or inadequate installation, use or maintenance; actions or modifications by unauthorized third parties or the customer; accidental or willful damage; or normal wear and tear. This warranty replaces all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Sigmark makes no express warranties beyond those stated here. Sigmark disclaims all other warranties, expressed or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Some laws do not allow the exclusion of implied warranties so this limitation may not apply to you. If these laws apply, then all express and implied warranties are limited in duration to the limited warranty period of thirty (30) days from the date of purchase. No warranties apply after that period. Some laws do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

**Limitations of Liability:** Sigmark's responsibility under this, or any other warranty, implied or express, is limited to repair, replacement or refund, as set forth above. These remedies are the sole and exclusive remedies for any breach of warranty. Sigmark is not responsible for indirect, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory including, but not limited to, lost profits, downtime, goodwill, damage to or replacement of equipment and property, and any costs recovering, reprogramming, or reproducing any program, or data stored in, or used coincidental with, or used with eSignInSheet system.