WARRANTY

Quantum Spatial's services shall be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with generally accepted industry standards and reasonably expected of similar types of engagements, subject to site conditions and time limits and financial and physical constraints imposed by the DIR.

Quantum Spatial warrants the delivered products to the DIR for ninety (90) days ("Warranty Period") following final delivery to the DIR. During the Warranty Period, Quantum Spatial will repair or replace any deliverables that are not in compliance with project specifications. Repair or replacement shall be determined by Quantum Spatial.

Quantum Spatial makes no representation or warranty express or implied with respect to the analytical data output’s accuracy, completeness, or usefulness for any particular purpose or scale. Quantum Spatial assumes no liability for damage resulting from the use of any information, method, or the process disclosed in this data set, map, or text, and urges independent site-specific verification of the information contained herein.

This warranty shall not apply to any deliverable in whole or in part which has been repaired, modified or altered in any manner or has been installed or used in a manner contrary to the original manufacturer’s printed instructions and specifications. In the event DIR modifies the deliverables sold hereunder without the express written consent of Quantum Spatial, DIR agrees to indemnify and hold Quantum Spatial harmless from any and all claims, demands, actions or causes of action or costs or expenses incurred thereby.

Quantum Spatial SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES. IN NO EVENT SHALL ANY CLAIM BY THE DIR HEREUNDER BE GREATER THAN THE PURCHASE PRICE OF THE DELIVERABLES IN RESPECT TO WHICH SUCH CLAIM IS MADE.