



## Product Exchange Return Form

Your shipping information: *(Please note that we cannot ship to a post office address)* If you would like to make a return or exchange, please be sure to read our Exchange Return Policy on the next page and fill out the form below. Additional information on our Exchange Return Policy can be viewed online at <http://www.nextar.com/frontend/exchangeprogram.asp> . Please return your merchandise by an insured carrier with Delivery Confirmation to:

**Nextar • 1661 Fairplex Drive • La Verne, CA 91750**

### ATTN: EXCHANGE PROGRAM

Please be sure to save all documentation associated with your return shipment including your Tracking Number and or receipts. We are not responsible for any packages lost or damaged en route to Nextar. Your new unit will be shipped within 7-10 Business Days.

If you need additional assistance, please feel free to contact our Customer Service Representatives by email at [service@nextar.com](mailto:service@nextar.com) , or contact us at (888)849-0846.

	Mark your exchange item	Q4-02	<input type="checkbox"/>	X3-ELITE	<input type="checkbox"/>
Last Name:					
First Name:					
Address:					
City:			State:		Zip Code:
Phone#:	( ) -		Email Address:		

EXCHANGE ITEM: Please list the item that you are returning

ITEM #	DESCRIPTION	Serial Number:

**RETURNS:** If you would like to initiate a return exchange on your product, you may under the following terms:

- Return your product in its original packaging.
- Enclose a money order, cashiers check made out to: **Nextar (No personal or business checks are accepted).**
- You are responsible for all shipping charges for the product return.
- You agree to the terms and conditions outlined.
- **A signed and printed copy of this is sent back with the return.**

Please be sure to retain your receipt and tracking number in the event your package is lost or delayed in transit. Please understand that we cannot accept COD's or packages marked "Bill Recipient." We are not responsible for packages lost or damaged in transit to Nextar.

### TERMS AND CONDITIONS

**BEFORE YOU CAN PARTICIPATE IN NEXTAR'S EXCHANGE PROGRAM, WE NEED TO OBTAIN YOUR AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS**

#### 1. Your Acceptance

By participating in Nextar's GPS Exchange Program, You signify your agreement to: (1) these terms and conditions ("Agreement") and (2) fully and finally settle all claims, differences, disagreements, and disputes that exist or may exist, based upon your dealing with Nextar Inc. and its affiliate Tofasco of America, Inc. (each and collectively "Company") and/or your use of Company products, at any time prior to Your signing this Agreement.

#### 2. Release

You, for yourself and for all of your predecessors, successors, heirs, assigns, agents, representatives and any other person acting on your behalf release and absolutely forever discharge the Company, its licensees, customers, distributors, predecessors, successors, subsidiaries, parents, assigns, agents, insurers, affiliates, representatives, officers, directors, and employees (collectively "Releasees"), of and from any and all claims, demands, debts, liabilities, obligations, and causes of actions of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which You had or may have against

Releasees, so that You shall have no claim of any kind or nature whatsoever on or against Releasees, directly or indirectly, on any negligence, defect, warranty, obligation or any supposed liability or thing or act undertaken, done, or omitted at any time before the date You sign this Agreement, including but not limited to your use of Nextar's

GPS systems and/or loss after mailing to the Company. You promise that you have not assigned, conveyed, or transferred any portion of any claim, demand, liability, obligation, or cause of action released in this Agreement.

### 3. Bad Checks

If your check is returned for insufficient or uncollectible funds, your order will not be processed, your old unit will be returned and You will be billed a service fee of \$35.00 USD plus shipping and handling charges for returning your old unit to You. After payment of this invoice, if you wish to participate in the Exchange Program, you will be required to make payments by Certified Check, Cashiers Check or Postal Money Order only. Personal or business checks will not be accepted.

If your check is returned for insufficient or uncollectible funds after your order has been shipped, you will be billed for the full amount of your order plus a service fee of \$35.00 USD.

If you fail to make payment of these invoices, Company reserves the right to turn over this matter to a collection agency and all future orders will be declined.

### 4. Over 18

You warrant that You are over the age of 18 and have full authority to sign this Agreement.

### 5. Section 1542 of the Civil Code of the State of California

You acknowledge that you are aware and informed of Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You expressly waive and relinquish all rights and benefits concerning the Releasees that You have, or may have, under Civil Code section 1542 to the full extent You may lawfully waive such rights and benefits. You acknowledge that You are aware that You or Your representatives may later discover facts different from, or in addition to, those which You now believe to be true with respect to the claims, demands, liabilities and causes of action of every kind You are releasing, and agree that this general release is and shall remain in effect as a full and complete release of the Releasees, notwithstanding the later discovery of different or additional facts.

### 6. Independent Counsel

You acknowledge that You have had the opportunity to obtain independent legal advice from Your attorneys, with respect to the advisability of making the settlement provided for in this Agreement, with respect to the import of California Civil Code section 1542 and with respect to the advisability of signing this Agreement.

### 7. Governing Law, Venue and Jurisdiction

This Agreement, and all related disputes, shall be interpreted according to California law, without regard to its conflict of interest principles, and the sole and exclusive venue for all disputes shall be Los Angeles County, California. The parties consent to jurisdiction in Los Angeles County, California.

### 8. Miscellaneous

(i) This Agreement contains the entire agreement and understanding concerning Your claims against the Releasees and replaces all prior negotiations and agreements, whether written or oral. (ii) This Release is signed voluntarily and without any duress or undue influence on the part of or on behalf of the Releasees. (iii) You acknowledge that no one connected with the Releasees made any promise, representation, or warranty, not contained with this Agreement, to induce You to sign this Agreement. (iv) Waiver of any one provision shall not waive any other provision. (v) This Release is binding on and inures to the benefit of each party and Releasees, and their assigns, insurers, successors, and representatives. (vi) This Agreement shall be construed without regard

to the identity of the person who drafted the various provisions. Every provision of this Agreement shall be construed as though each party participated equally in the drafting and any rule of construction that a document is to be construed against the drafting party shall not be applicable.

By signing below, You are confirming that You agree to the terms and conditions of this Agreement.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*