

## **Legal Notices – Limited Warranty**

### **Advanced Tracking Technologies, Inc.**

#### **LIMITED GENERAL WARRANTY**

Advanced Tracking Technologies, Inc. (referenced herein as “ATTI”) warrants its Products against defects in workmanship and materials solely to the original purchaser as follows:

1. **PRODUCTS.** The Products consist of equipment manufactured and/or sold by ATTI including:
  - o **COVERED PRODUCTS (LIFETIME WARRANTY ITEMS)**
    - o Shadow Tracker® GPS tracking units and Time units, wireless base units, AC power adapters.
  - o **PERIPHERALS (90 DAY WARRANTY ITEMS)**
    - o Software media, batteries, serial cables, USB cables, cigarette adapters, direct connect harness, antenna mounting hardware, external GSM antenna, GPS antenna, RFID reader cards, other miscellaneous cables and accessories

Notwithstanding the foregoing, the term “Products” does not include any good or product manufactured or sold by ATTI for which a specific written warranty is provided.

#### **2. LIMITED WARRANTY.**

- o **COVERED PRODUCTS.** While under contract<sup>1</sup> ATTI will, at its sole option, without charge for parts or labor, repair or replace defective Covered Products (with new or rebuilt replacements).
- o **PERIPHERALS.** For a period of ninety (90) days from the date of original shipment or invoice (whichever is earlier), ATTI will, at its sole option, without charge for parts or labor, repair or replace defective Peripherals (with new or rebuilt replacements). After this ninety (90) day period, you must pay all parts, shipping and labor charges.

This limited warranty is not transferable. Only the original purchaser of the Product(s) is covered by this limited warranty.

#### **3. RETURN OF MERCHANDISE AUTHORIZATION.** The procedure for, and terms and conditions of, returning merchandise are set out in the **RMA TERMS AND CONDITIONS.**

---

<sup>1</sup>A valid contract for service must be in place with WiarCom, Inc. and all payments for the applicable Covered Product(s) and related service under such contract must be up to date.

4. **REPAIRS.** For a period equal to the original limited warranty period on the original Covered Products, or for 90 days after the date of repair/replacement for Peripherals, ATTI will repair or replace defective parts, accessories and/or Products used in the repair or replacement of Products under this Limited Warranty with new or rebuilt replacements.
5. **WARRANTY SERVICE.** To obtain warranty service, you, at your sole cost, must return the defective Product to ATTI's Customer Service Department. This warranty is invalid if the factory-applied serial number has been altered or removed from the Product.
6. **EXCLUSIONS.** This warranty does not cover:
  - o any damage, defect, deterioration, or malfunction of a Product or any part thereof, including antennae, resulting from: alteration; modification; improper or unreasonable installation, operation, use, or maintenance; abnormal working conditions; misuse; abuse; accident; neglect; or exposure to moisture, fire, lightning, power surges, or other acts of God;
  - o damage due to improper voltage supply or attempted repair by anyone other than ATTI to service the Product
  - o cosmetic damage of any kind;
  - o lost profits, lost savings, lost revenues, lost sales, loss of use of the Product, loss of goodwill, loss of business, loss of or corruption of data, or any other consequential or indirect loss;
  - o customer education, instruction, installation, set up adjustments or signal reception problems;
  - o cost of removal or reinstallation;
  - o consumables (such as fuses);
  - o any instance of damage or malfunction arising from the use of the Product in conjunction with accessories, products or ancillary or peripheral equipment not supplied, manufactured, or recommended in writing by ATTI.

Without limiting any other exclusion herein, ATTI does not warrant that any Product or any part thereof, including the technology included therein, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the Product may be used.

7. **EXCLUSIVE REMEDY.** REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY, IS THE EXCLUSIVE REMEDY OF THE CONSUMER. ATTI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, AGGRAVATED, SPECIAL, PUNITIVE, OR

CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

**Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.**