

ECOTRAC® LIMITED WARRANTY

Limited Warranty. Ecotrac® warrants its Security and Tracking Device (“Hardware”) to be free from manufacturing defects in material and workmanship under normal use for a period of one (1) year from the date of purchase from Ecotrac® or an authorized Ecotrac® reseller by you (“Purchaser”), with the exception of batteries. No employee, agent, dealer or other person is authorized to give any warranties on behalf of Ecotrac®. In the event that the Hardware or a vehicle containing the Hardware is sold by the original purchaser, this warranty is transferable to any subsequent owners of the Hardware, as long as Ecotrac® is given notice (see “Notice” section in Terms & Conditions) at the time of transfer of ownership.

Warranty Exclusions. **THIS LIMITED WARRANTY DOES NOT EXTEND TO CLAIMS RELATED TO THE WEBSITE OR ARISING FROM MISUSE OF THE HARDWARE OR THE ASSOCIATED SERVICES, CASUALTY LOSS OR DAMAGE, OR USE OF THE ASSOCIATED SERVICES FOR PURPOSES OTHER THAN THOSE FOR WHICH THE HARDWARE WAS DESIGNED. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, ECOTRAC® GRANTS NO WARRANTIES FOR THE HARDWARE AND ASSOCIATED SERVICES, EXPRESS OR IMPLIED, AND ECOTRAC® SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ECOTRAC® DOES NOT WARRANT THAT THE HARDWARE OR ASSOCIATED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ASSOCIATED SERVICES.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to you. Any implied warranties that may be imposed by law are limited to the terms of this limited warranty.

Ecotrac® shall not be liable for any interruption or failure of Hardware or Associated Services caused by or resulting from (a) any incompatibility of Purchaser’s equipment or (b) any act or event beyond the reasonable control of Ecotrac® or its Service Providers, including but not limited to geographic or climatic conditions, wind, fire, flood, act of God, riot, war, strike or labor dispute, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of Ecotrac® or its Service Providers.

Limited Remedy. In the event that any Hardware fails to perform as a result of manufacturing defects in material or workmanship (1) year from the purchase date, Ecotrac® will either (i) repair, (ii) replace, or (iii) refund the purchase price to the purchaser, at Ecotrac®’s sole discretion.

Return of Hardware. In the event Purchaser wishes to make a warranty claim, Purchaser shall notify Ecotrac® of Purchaser’s desire to return Hardware, stating the reason for such return. Purchaser shall not return any Hardware to Ecotrac® without first obtaining a Return Material Authorization (“RMA”) number from Ecotrac®. Purchaser shall return Hardware to Ecotrac® freight prepaid and shall be responsible for any damage or loss incurred as a result of shipping Hardware to Ecotrac®. As promptly as possible Ecotrac® shall replace or repair, at its sole discretion, the Hardware. Ecotrac® shall pay shipping charges in connection with shipment of replaced Hardware to Purchaser for properly returned Hardware.

Limitations of Liability. **ECOTRAC® SHALL NOT BE LIABLE FOR (I) INDIRECT, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES WHETHER OR NOT ECOTRAC® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) ANY MATTER BEYOND ECOTRAC®’S REASONABLE CONTROL; OR (III) ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY PURCHASER TO ECOTRAC® FOR THE HARDWARE AND ASSOCIATED SERVICES IN THE TWELVE MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.**

In recognition that service interruptions in the telecommunications industry are frequently due to circumstances beyond Ecotrac®’s control and difficult to assess as to cause or resulting damages, Ecotrac® shall have no liability to Purchaser or Purchaser’s Subscribers for damages, including, but not limited to, direct, indirect, special or consequential damages, arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission unless caused by the willful misconduct of Ecotrac®. In such cases, damages shall be an amount equivalent to the proportionate charge to the Purchaser for the period of the service disruption or the amount of \$500, whichever is less.