

Warranty Information

TRACPOINT SYSTEMS, LP 12-MONTH LIMITED WARRANTY

Hardware Warranty

TracPoint warrants that the hardware products (the "Products") shall be free from defects in materials and workmanship for a period of 12 months from the date of shipment from TracPoint. This warranty is limited to you, the original purchaser of the product and is not transferable. The warranty set forth in this paragraph shall not apply to software/firmware products.

Software and Firmware License, Limited Warranty

TracPoint software and/or firmware products (the "Software") are licensed and not sold. Its use is governed by the provisions of the applicable End User License Agreement ("EULA"), if any, included with the Software. In the absence of a separate EULA included with the Software providing different limited warranty terms, exclusions, and limitations, the following terms and conditions shall apply. TracPoint warrants that this Software product will substantially conform to TracPoint's applicable published specifications for the Software for a period of ninety (90) days, starting from the date of delivery.

Warranty Remedies

During the 12-month warranty period, TracPoint will repair or replace, at our option, any defective products or parts at no additional charge provided that the product is returned, shipping prepaid, to TracPoint in accordance with TracPoint's standard return material authorization procedures. You are responsible for insuring any product so returned and assume the risk of loss during shipping. All replaced parts become the property of TracPoint.

During the 12-month warranty period, TracPoint will also provide any software updates, at its option, at no additional charge. Any additional hardware that may be required to support the upgrade will be quoted as an option at your request.

Equipment add-ons, software modules, or software upgrades purchased or provided at no charge for existing equipment are warranted for the length of the existing equipment warranty, extended warranty or 90 days (whichever is less).

Warranty Exclusions and Disclaimer

THESE WARRANTIES SHALL BE APPLIED ONLY IN THE EVENT AND TO THE EXTENT THAT: (I) THE PRODUCTS AND SOFTWARE ARE PROPERLY AND CORRECTLY INSTALLED, CONFIGURED, INTERFACED, MAINTAINED, STORED, AND OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S RELEVANT OPERATOR'S MANUAL AND SPECIFICATIONS, AND; (II) THE PRODUCTS AND SOFTWARE ARE NOT MODIFIED OR MISUSED. THE PRECEDING WARRANTIES SHALL NOT APPLY TO, AND TRACPOINT SHALL NOT BE RESPONSIBLE FOR DEFECTS OR PERFORMANCE PROBLEMS RESULTING FROM (I) THE COMBINATION OR UTILIZATION OF THE PRODUCT OR SOFTWARE WITH PRODUCTS, INFORMATION, DATA, SYSTEMS OR DEVICES NOT MADE, SUPPLIED OR SPECIFIED BY TRACPOINT; (II) THE OPERATION OF THE PRODUCT OR SOFTWARE UNDER ANY SPECIFICATION OTHER THAN, OR IN ADDITION TO, TRACPOINT'S STANDARD SPECIFICATIONS FOR ITS PRODUCTS; (III) THE UNAUTHORIZED MODIFICATION OR USE OF THE PRODUCT OR SOFTWARE; (IV) DAMAGE CAUSED BY ACCIDENT, LIGHTNING OR OTHER ELECTRICAL DISCHARGE, FRESH OR SALT WATER IMMERSION OR SPRAY; OR (V) NORMAL WEAR AND TEAR ON CONSUMABLE PARTS (E.G., BATTERIES, ANTENNA, CABLES).

THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY PRODUCTS AND SOFTWARE WHICH HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF SERVICE OR MODIFICATION BY ANYONE OTHER THAN TRACPOINT. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND TRACPOINT EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. AS WARRANTED ABOVE, YOUR SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. UNDER NO CIRCUMSTANCES WILL TRACPOINT OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER USER FOR ANY DAMAGES, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS. TRACPOINT SYSTEMS, LP IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. TRACPOINT SYSTEMS, LP IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF RADIO FREQUENCY CARRIER NETWORKS OR THE AVAILABILITY OF RADIO FREQUENCY CARRIER SIGNALS.