

## **COVERTTRACK GROUP, INC. LIMITED WARRANTY (Basic)**

### WHAT IS COVERED:

**Law Enforcement Products:** For one (1) year following the date of purchase of any Law Enforcement product (“**Product**”) **created or manufactured by CovertTrack** (“CovertTrack” or “we”), CovertTrack Group will repair or replace any defective product, or a part thereof, with defect in material and workmanship.

**Civilian Products:** For three (3) months following the date of purchase of any Civilian product **created or manufactured by CovertTrack**, CovertTrack will repair or replace any defective product, or a part thereof, with defect in material and workmanship.

HOW TO OBTAIN SERVICE: If you believe a defect in material or workmanship exists, please call (480) 657-9545 for instructions on how to have the product repaired or replaced. Charges may apply if out of warranty or damage is not due to a defect material and workmanship.

### WHAT IS NOT INCLUDED/LIMITATIONS:

- This warranty is extended to the original purchase of the product. A purchase receipt or other proof of purchase is required before warranty service will be rendered. • Unauthorized service or modification to this product or any component of this product will void this warranty in its entirety.

- THIS WARRANTY IS EXCLUSIVE AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, IF ANY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY OR THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE OR USE, AND SPECIFICALLY IN LIEU OF ALL SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE) RESULTING FROM THE USE OF THE PRODUCT OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

EXCLUSIONS: This Warranty Does NOT Cover:

- Expendable/disposable items such as Removable Memory Storage or batteries.

- Failure of the product as a result of an accident, misuse, abuse, negligence, alteration, acts of god, or faulty installation, or any other failure not relating to faulty material or workmanship.
- Damage caused by use of replacement parts or ‘after-market’ parts from third parties.
- Corrosion or discoloration.
- Reimbursement for inconvenience installation, setup time, loss of use, unauthorized service, loss of information.
- Reimbursement for any data loss or consequences of data loss, regardless of cause.

**CovertTrack does not warrant, represent or undertake that it will be able to repair or replace any Product under this warranty without risk to and / or loss of information and / or data stored on the Product. In no event shall CovertTrack be liable for (a) loss or damage, which as of the product’s purchase cannot be regarded as being caused by CovertTrack’s breach of these warranty terms; or (b) losses caused by the user’s fault, loss of data or loss of profits or benefits.**

**Any limitations of liability in this warranty document shall not apply to (i) death or personal injury pursuant to any mandatory law on product liability; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; or (iv) or a culpable breach of major contractual obligations.**

#### **EXTENDED LIMITED WARRANTY PROGRAM (Law Enforcement/Govt. Only)**

For Law Enforcement/Government Customers, ELECTRONIC COMPONENTS you have purchased are covered by one (1) year warranty on material and workmanship if you purchase CovertTrack’s extended warranty program (the “Program”). The Program extends the protection of the purchased equipment beyond the basic one (1) year warranty term, and is renewable on an annual basis for up to five (5) years total from the date of original product shipment. The Program covers parts and labor on equipment that has failed to perform during normal usage.

**WHAT IS COVERED:** In consideration of payment of the extended warranty price, CovertTrack will furnish labor and replacement parts necessary to maintain the product(s) specified in this contract (Product) in operating condition during the term of the Program (Term), provided such service is necessitated by Product failure during normal usage.

**HOW TO OBTAIN SERVICE:** To obtain the Program service, Customer must ship Product to location designated on the package freight prepaid. Call us at 480-661-1916 if you have any questions. CovertTrack will return to Customer, freight prepaid, lowest cost routing at

CovertTrack's option. Service will be performed at CovertTrack Group's Scottsdale, Arizona manufacturing facility or other repair facility designated by CovertTrack.

**WHAT IS NOT COVERED:** This Program applies only to the operation of the specific Product under conditions for which it was designed and does not cover: (1) Any product or parts added to the system by the customer and therefore not manufactured by CovertTrack Group, (2) Defects caused by failure to provide a suitable installation environment for such Product, (3) Damage caused by use of the Product for purposes other than those for which it was designed, (4) Damage caused by disasters such as fire, flood, wind, lightning or other acts of God, (5) The refinishing or replacement of any Product case parts due to finish defects, scratches or chipping, (6) Damage caused by unauthorized attachments or modification, or (8) Any other abuse or misuse by the Owner or others, (7) Expendable Items such as Removable Memory Storage or batteries, (8) Failure of the product as a result of an accident, misuse, abuse, negligence, alteration, acts of god, or faulty installation, or any other failure not relating to faulty material or workmanship, (9) Damage caused by use of replacement parts or 'after-market' parts from third parties, (10) Corrosion or discoloration, (11) Reimbursement for inconvenience, installation, setup time, loss of use, unauthorized service, or loss of information, (12) Reimbursement for any data loss or consequences of data loss, regardless of cause.

**DISCLAIMER OF WARRANTY:** THIS WARRANTY IS EXCLUSIVE AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, IF ANY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY OR THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE OR USE, AND SPECIFICALLY IN LIEU OF ALL SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE) RESULTING FROM THE USE OF THE PRODUCT OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE..

**CovertTrack does not warrant, represent or undertake that it will be able to repair or replace any Product under this warranty without risk to and / or loss of information and / or data stored on the Product. In no event shall CovertTrack be liable for (a) loss or damage, which as of the product's purchase cannot be regarded as being caused by CovertTrack's breach of these warranty terms; or (b) losses caused by the user's fault, loss of data or loss of profits or benefits.**

**Any limitations of liability in this warranty document shall not apply to (i) death or personal injury pursuant to any mandatory law on product liability; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; or (iv) or a culpable breach of major contractual obligations.**

**FORCE MAJEURE:** CovertTrack Group shall not be liable to Owner for any delay of failure by CovertTrack Group to perform its obligations under this Program or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of CovertTrack Group, including but not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations or orders of any government, agency or subdivision thereof, or temporary unavailability of qualified service personnel at CovertTrack Group's office due to service call(s) received before Owner's call.

**LIMITATION OF LIABILITY:** Owner agrees that CovertTrack Group's total liability hereunder, including but not limited to, any alleged negligence of CovertTrack Group, shall not exceed the annual charge paid by the Owner to CovertTrack Group under this Program attributable to the particular Product directly involved. **IN NO EVENT WILL CovertTrack Group BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES.**

**ENTIRE AGREEMENT:** This Program shall be governed by the laws of the State of Arizona and constitutes the entire agreement between the parties hereto with respect to the extended warranty service to be provided hereunder, and shall supersede all previous negotiations and writings with respect to the matters set forth herein. It may only be modified by a writing signed by authorized representatives of both parties. The terms and provisions of this Program shall prevail over any conflicting, additional or other terms appearing on any purchase order submitted by Subscriber at any time.

### **Disputes**

Any claim, controversy or dispute that arises between the parties, their agents, employees, officers, directors or affiliates (hereinafter collectively, "Dispute") that the parties are unable to settle through informal negotiation shall be mediated under the Commercial Mediation Rules of the American Arbitration Association ("AAA") by a mutually acceptable mediator. Any Dispute that cannot be resolved through negotiation or mediation shall then be resolved by binding arbitration. The arbitrator will be selected in accordance with AAA procedures from a list of qualified arbitrators maintained by the AAA, who will conduct the arbitration in accordance with the rules of the AAA then in effect, except as otherwise provided in this Agreement. Any arbitration will be conducted in Phoenix, Arizona and all expedited procedures prescribed by the AAA rules will apply.

**YOU AND COVERTTRACK AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.**

**THE ARBITRATOR SHALL APPLY ARIZONA LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY**

COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN MARICOPA COUNTY, ARIZONA.

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules.

WHERE TO GET FURTHER INFORMATION: If you wish further assistance or information concerning this program, please contact your CovertTrack Representative at 480-661-1916.

ADDITIONAL TERMS: **RESEARCH & OBEY** Applicable Laws, Regulations and Administrative Guidelines when purchasing or using this product, related software or services. Use products, related software and services only in accordance with applicable federal, state and local laws, regulations and administrative guidelines. **PURCHASER/USER BEARS SOLE RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS.**

**USE and MISUSE:** By purchasing and using this Product and the Program, you are agreeing to indemnify and defend the manufacturer and distributor from any claims arising from your use, misuses or illegal uses of the product, software or related services.

**LAW ENFORCEMENT:** For law enforcement users, you must consult with and may require the authorization of, your agency or the proper Court prior to using these products.

**HIGH VALUE PROPERTY/PERSONS:** Without limiting the generality of the terms of the Program, CovertTrack and each manufacturer and distributor assume no liability for any damages related to the loss of value of property, or loss of a person tracked by any product. User accepts sole responsibility for ensuring that multiple security products are used to ensure the safety and security of any property or person. The products should be used in conjunction with additional physical security protection equipment.