

Warranty Policy

PASSTIME's warranty obligations are limited to the terms set forth below:

PASSTIME, as defined below, warrants its PASSTIME-branded hardware products against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of original retail purchase ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, PASSTIME AT ITS SOLE OPTION AND DISCRETION will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product (see Section 4.1.1). PASSTIME may request that Customer replace defective parts with new or refurbished Customer-installable parts that PASSTIME provides in complete fulfillment of its warranty obligation. A replacement product or part, including a Customer-installable part that has been installed in accordance with instructions provided by PASSTIME, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for Customer. When a product or part is exchanged, any replacement item becomes Customer's property and the replaced item becomes PASSTIME's property. Parts provided by PASSTIME in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. If repair or replacement as termed herein requires that Customer have the Vehicle brought to an appropriate venue (e.g. Dealership that sold Vehicle), Customer must assist fully in requiring Consumer to comply with this need.

1.1 FEES

After PASSTIME receives a warranty claim, it conducts a thorough test of the hardware to determine if the hardware is defective. If the hardware is deemed to be non-defective or otherwise falls outside the PASTIME warranty, PassTime has the right to recover the costs associated with this testing (including shipping and other costs) from Customer, as detailed herein. These Fees, if applicable, are assessed for service and handling of hardware devices outside of the valid warranty claims.

DEVICES within the Warranty Period:

- 1.1.1. If the hardware is found to be defective and the hardware is within the valid warranty period, PASSTIME will repair or replace the hardware as mentioned above at PASSTIME's expense and shall ship units back to Customer free of charge. (Customer is still responsible for cost of shipping units to PASSTIME). (Subject to the terms of Sec. 4.2.2)
- 1.1.2. If the hardware is found to NOT be defective and is within the valid warranty period, PASSTIME will charge Customer \$25.00 per device in addition to any applicable return shipping charges. (Subject to the terms of Sec. 4.2.2)

DEVICES outside the Warranty Period:

- 1.1.3. Any device outside of the valid warranty period shall not be covered by any warranty per this agreement. However, PASSTIME may, at its sole discretion, choose to refurbish devices outside the valid warranty period and offer, at its sole discretion, refurbished devices for sale to the original purchaser for a charge to be determined by PASSTIME.

1.2 EXCLUSIONS AND LIMITATIONS

- 1.2.1. The Limited Warranty applies only to hardware products manufactured by or for PASSTIME that can be identified by the "PASSTIME" trademark, trade name, or logo affixed to them (and/or the trademark, trade name, or logo of any of PASSTIME's products). The Limited Warranty does not apply to any non-PASSTIME products or any software, even if packaged or sold with PASSTIME hardware. Manufacturers, suppliers, or publishers, other than PASSTIME, may provide their own warranties to the Consumer purchaser, but PASSTIME, in so far as permitted by law, provides their products "as is".

- 1.2.2. This warranty DOES NOT apply: (a) to damage caused by use with non-PASSTIME products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) damage caused by operating the product outside the permitted or intended uses described by PASSTIME, including but not limited to instances of improper installation (unless installed by PASSTIME or its affiliate SureTrac) and (d) to a product or a part that has been modified to significantly alter functionality or capability without written permission of PASSTIME; (e) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (f) if any PASSTIME serial number has been removed or defaced; (g) if any PASSTIME seals are broken.
- 1.2.3. To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, PASSTIME specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If PASSTIME cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by PASSTIME in its sole discretion. No PASSTIME reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty – AND ANY ATTEMPT TO DO SO SHALL BE DEEMED VOID AS A MATTER OF LAW.
- 1.2.4. Except as provided in this warranty and to the extent permitted by law, PASSTIME is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, punitive damages, any costs of recovering, programming, or reproducing any program or data stored or used with PASSTIME products and any failure to maintain the confidentiality of data stored on the product. The foregoing limitation shall not apply to death or personal injury claims. PASSTIME disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of the programs or data.

1.3 OBTAINING WARRANTY SERVICE

- 1.3.1. To request a warranty return Customer must FIRST speak with a PASSTIME representative at provided phone number to obtain a case number/return authorization number (RA #). Any/All returns must include the Return Merchandise Form. A warranty received by PASSTIME without a Return Merchandise Form WILL NOT be processed until the form is received by PASSTIME. Customer must pay costs of shipping warranty units to PASSTIME. PASSTIME will ship warranty back to Customer at no cost, provided unit(s) is found to be defective and within the warranty period. Provided that Customer has included a RMA form with their warranty request, PASSTIME will use commercially reasonable efforts to process each warranty claim within thirty (30) days of receiving the shipment from Customer.
- 1.3.2. Warranty Units must be received by PASSTIME PRIOR to any exchange or replacement. Units will not be replaced or removed from Customer's inventory until they are received and complete testing by PASSTIME.
- 1.3.3. PASSTIME makes no warranty that the wireless service will meet Customer's requirements, or that the service will be uninterrupted, timely, secure, or error free; nor does PASSTIME make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected.
- 1.3.4. Customer understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the service is done at Customer's own discretion and risk and that Customer will be solely responsible for any damage to Customer's computer system or loss of data that results from the download of such material and/or data.
- 1.3.5. No advice or information, whether oral or written, obtained by Customer from PASSTIME or through the service shall create any warranty not expressly made herein.