

Crossbow Group, Inc Products Limited Warranty

Unless otherwise specified the limited warranty on all Crossbow Group, Inc provided GPS location units and relays will be as follows. Harnesses, connectors and installation items are not covered by this Limited Warranty. The Limited Warranty of Crossbow Group, Inc cannot and will not supersede that of its manufacturing partners, and it is that partner's Limited Warranty that is passed to the user, primary or secondary.

Limited Warranty: Crossbow warrants its tracking devices to be free from manufacturing defects in material and workmanship under normal use for a period of one (1) year by the pass through to the user of the individual manufacturer of that particular device. Batteries are not included in this limited warranty or any other named component above. No employee, distributor, agent, dealer or other person is authorized to give any warranties on behalf of Crossbow. In the event the hardware named in this Limited Warranty or a vehicle containing the hardware is sold by the original purchaser, this warranty is transferrable to the subsequent owner of the named hardware, as long as Crossbow is given notice at the time of the transfer of ownership.

Exclusions: THE CROSSBOW AND ASSOCIATED MANUFACTURER LIMITED WARRANTIES DO NOT EXTEND TO CLAIMS RELATED TO A WEBSITE OR ANY THAT MAY ARISE FROM MISUSE OF THE PRODUCT/S OR THE TRACKING/REMINDING/STARTER INTERRUPT SERVICES, CASUALTY LOSS OR DAMAGE, OR USE OF THE PRODUCT/S FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY WERE DESIGNED. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CROSSBOW GRANTS NO WARRANTIES FOR THE PRODUCT, COMPONENTS, AND/OR SERVICES EXPRESS OR IMPLIED, AND CROSSBOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CROSSBOW DOES NOT WARRANT THAT THE PRODUCTS OR 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 PRODUCT/S SERVICES. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply in those States. Any implied warranties that may be imposed by law are limited to the terms of this limited warranty.

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

Return of Product/s: In the event Purchaser wishes to make a warranty claim, purchaser shall notify crossbow of purchaser's desire to return product, stating the reason for such return. Purchaser shall not return any product to Crossbow without first obtaining a Return Material Authorization (RMA) number from Crossbow. Freight and potential from user to Crossbow is user's responsibility. Crossbow with due haste will cause the product to be repaired or replaced at its sole discretion and will be responsible for shipping back to the user.

Limitations of Liability: CROSSBOW SHALL NOT BE LIABLE FOR (I) INDIRECT, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES WHETHER OR NOT CROSSBOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) ANY MATTER BEYOND CROSSBOW'S REASONABLE CONTROL; OR (III) ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY PURCHASER TO CROSSBOW FOR THE PRODUCT/S AND SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

CROSSBOW AND ITS PRODUCT USERS RECOGNIZE THAT SERVICE INTERRUPTIONS IN THE COMMUNICATIONS INDUSTRY ARE FREQUENTLY DUE TO CIRCUMSTANCES BEYOND CROSSBOW'S CONTROL OR THAT OF ITS MANUFACTURERS/SUPPLIERS/SERVICERS AND DIFFICULT TO ASSESS AS TO CAUSE AND RESULTING DAMAGES, CROSSBOW 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 CROSSBOW. 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.

