

LIMITED WARRANTY ON ATILZE DEVICES

20191001

This Limited Warranty on Atilze Devices (“Limited Warranty”) is incorporated and forms part of Atilze Telematics General Terms and Conditions.

The following applies to Atilze Devices purchased by Customer. It does not apply to any Product rented by Customer.

1. Third Party Devices

1.1 Customer acknowledges and agrees that Atilze relies on third party manufacturer to supply the Devices to Customer. Any warranty provided will be limited to that offered by the Devices original manufacturer. In the event of any inconsistency between the terms and conditions of this Limited Warranty and the terms and conditions of the warranty provided by the original manufacturer, the terms and conditions of the warranty provided by the original manufacturer shall prevail to the extent of such inconsistency.

2. Warranty Period.

2.1 When Customer purchase the Devices from Atilze, Atilze provides twelve (12) months warranty period from the date of purchase (“Warranty Period”).

3. Application of Warranty.

3.1 Atilze warrants the Devices against critical failure resulting from original manufacturing defects in workmanship or material, under normal use. Atilze does not warrant any uninterrupted or error-free operation of the Devices or that all deficiencies, errors, defects, or nonconformities will be corrected.

4. Limited Warranty Exclusions.

4.1 The warranty is subject to the following exclusions: -

- (a) battery;
- (b) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, power surges, and/or improper maintenance by Customer;
- (c) damage arising from use of device or equipment that is not supplied by Atilze or on Atilze’s behalf for use with the Devices;
- (d) cosmetic damage which does not affect the functionality of the Devices;
- (e) loss of any, or damage to, programs, data, or storage media;
- (f) any third-party services that are not under our control;
- (g) acts of God, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis;
- (h) damage caused by events outside our reasonable control; and/or
- (i) lost or stolen Device.

5. Warranty Support during the Warranty Period.

5.1 In the event the Devices is found to be defective during the Warranty Period, Customer’s sole and exclusive remedy and our entire liability under this Warranty will be, at our option: -

- (a) repair the Devices by means of remote support such as, but not limited to, telephone, email support;
- (b) upon the Devices returned, freight and insurance prepaid: -
 - (i) repair the Devices;

- (ii) replace any defective Devices or parts of the Devices thereof covered by the Warranty with the same Devices, or a similar product with a compatible, functionality equivalent; or
- (iii) if Atilze is not able to do any of the above, Atilze will refund the amount paid for the Devices, less reasonable allowance for usage. The sum shall be determined by Atilze and our decision shall be deemed final and conclusive.

Any replacement of Devices will not refresh the Warranty Period and the returned Devices shall belong to Atilze.

6. Disclaimer and Exclusion

6.1 THE DEVICES IS PROVIDED TO CUSTOMER ON AN 'AS IS' BASIS, WITH ALL FAULTS. ATILZE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, COURSE OF DEALING, COURSE OF TRADE WITH RESPECT TO THE DEVICE. ATILZE DISCLAIM ANY AND ALL IMPLIED WARRANTIES ON CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY OF WORKMANLIKE EFFORT, COMPATIBILITY TO ANY TELEVISION, SOFTWARE OR LACK OF NEGLIGENCE. ATILZE SHALL NOT BE LIABLE FOR ANY LOSS OF DATA, INABILITY TO ACCESS TO ANY PLATFORMS OR PROGRAMS, OR IF CHANGES IN TECHNOLOGY, OPERATION, OR THE DEVICES REQUIRE MODIFICATION OR ALTERATION, RENDER THE SAME TO BE OBSOLETE, OR OTHERWISE AFFECT ITS PERFORMANCE. ATILZE EXCLUDES LIABILITIES UNDER THIS SECTION.

6.2 ATILZE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF CONTRACT, REVENUE, GOODWILL OR ANTICIPATED

SAVINGS OR PROFITS, WASTED EXPENDITURE, OR ANY INDIRECT CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES AND/OR DAMAGES WHATSOEVER SUFFERED, INCURRED AND/OR SUSTAINED BY CUSTOMER ARISING FROM OR DUE TO THE USE OF THE DEVICES OR INABILITY TO USE THE DEVICES, OR BREACH OF THIS WARRANTY (EVEN IF SUCH LOSS ARISES DIRECTLY, NATURALLY OR IN THE USUAL COURSE OF THINGS FROM ANY BREACH, ACTION OR INACTION IN QUESTION), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TOR (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6.3 ATILZE'S MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE DEVICES.

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