

M2M TECHNOLOGIES, LLC

Limited Warranty

WARRANTOR

If you have made your purchase in the United States or Canada, this Limited Warranty is granted by this Limitation of Liability for the benefit of M2M Technologies, LLC 1100 Beecher Crossing North, Suite A., Columbus, OH 43230 (United States of America).

WHAT THIS WARRANTY COVERS

All arriving RMAs will be inspected. M2M Technologies will not be responsible for any missing part(s), nor shall it be responsible for damages as a result of shipment. M2M Technologies will fix and return the product to the customer in the same fashion or package as it was received.

M2M Technologies, LLC., (“Seller”) warrants to the original purchaser (“Buyer”) of the hardware, with which this Limited Warranty is included (“Hardware”), that the Hardware will be free from defects in workmanship and materials under normal use (“Defects”) for a period of twelve (12) months from delivery of the defective product to Buyer’s (the “Warranty Period”). The twelve (12) month warranty will begin from the date the product is shipped from the M2M Technologies fulfillment center.

Internal and external batteries shall be warrantied for a period one hundred and twenty (120) days from delivery of the product to Buyer (the “Battery Warranty Period”). **After one hundred and twenty (120) days a battery can be exchanged for a brand new battery of same size and type for 25% off original retail pricing, up to twelve months from the original delivery date.**

During their respective Warranty Periods, the Hardware or Battery will be repaired or replaced at Seller’s choice (Limited Warranty). This Limited Warranty covers the replacement of Hardware and batteries only.

Upon receiving RMA products, Seller shall conduct all necessary inspection and testing to determine at Seller’s sole judgment whether the returned units are defective. Products whose functionality can be restored by changing or re-charging battery or by firmware upgrading are deemed non-defective and will be returned to Buyer.

Prior to any work being done, the customer will be notified as to the cost of any repairs required on the product to repair the defect. Once notified, payment will need to be made in full before work begins. Payments not made after 30 days will result in delays in repairs and accrued late fees.

WHAT THIS WARRANTY DOES NOT COVER

The following issues are not covered by the warranty:

- ☐ Installation of the device outside of a vehicle, including the chassis, engine hood, and any other exterior location
- ☐ Normal wear and tear i.e. dirt or water from usage
- ☐ Cosmetic damage i.e. scratches, dents, animal bites, nicks, scuffs, abrasions, changes in texture, color, or appearance, etc.
- ☐ Any product with missing, damaged, altered, or otherwise unreadable IMEI/MEID HEX labels and/or numbers
- ☐ Any product that exhibits physical damage due to misuse, liquids, heat, abuse, neglect, or water damage
- ☐ Any product which appears tampered, altered, or customized in any way
- ☐ Use of power tools (expressly prohibited on devices)

No warranty, explicit or implicit, is provided against wireless device's failure to perform due to network provider issues, including but not limited to:

- ☐ Failure to access specified wireless network
- ☐ Failure to send out requested messages, reports, location information, etc.
- ☐ Failure to maintain connection during a communication or usage in a particular situation

Buyer understands wireless device performances are impacted by many factors and vary by wireless network's quality and user locations. No warranty, explicit or implicit, is provided against any damages, direct or indirect, to user of the device that may or may not be caused by the device's failure to perform in a particular situation, including but not limited to emergency situations.

Any products returned to M2M Technologies not covered under the warranty are subject to a 15% restocking and handling fee.

HOW TO MAKE A WARRANTY CLAIM

Buyer acknowledges that Seller's obligation under the warranty policy is only to Buyer and not to anyone third party. Seller only accepts RMA requests directly from Buyer and not from any third party.

In order to make a claim of a Defect, Buyer must contact Seller during the Warranty Period at: support@getm2m.com to explain the Defect and obtain an RMA number (Return Materials Authorization), if necessary. Buyer must return the defective product along with an explanation of the defect, within the RMA Term, to the address provided to Buyer by Seller. In order to determine whether the product is still within the warranty period please provide the invoice number under which the product was purchased.

Buyer acknowledges and agrees to pay for all costs and expenses for shipping defective products to Seller and Seller acknowledges and agrees to pay for all costs and expenses for shipping the repaired or replacement product(s) **that are under warranty** to Buyer. Buyer is responsible for any extra charges for requesting expedited shipping services unless otherwise agreed to by Seller.

Upon receiving RMA products, Seller shall conduct all necessary inspection and testing to determine at Seller's sole judgment whether the returned units are defective. The standard turnaround time for RMAs received in house is thirty (30) days unless the product(s) need to be sent to the factory for repair. This thirty (30) day turnaround time does not go into effect until payment has been made for the repairs if product is not in warranty.

Products whose functionality can be restored by changing or re-charging the battery or by firmware upgrading are deemed non-defective and will be returned to Buyer with the original battery or, with a new battery if the original battery is found to be defective and is still under battery warranty. For non-defective units or units that are out of warranty before received by seller, buyer agrees to pay seller 15% of invoice cost to check the devices.

Units that are deemed to be defective will be repaired or, if irreparable, replaced with equal number of units and returned to Buyer along with any accessories that were sent by Buyer with the defective unit(s). Products not currently in stock will be delivered from the factory with a lead time of 6 – 8 weeks.

Returning a M2M Technologies product without an RMA number waives all of M2M Technologies responsibilities under the limited warranty. If you send a package and the RMA number doesn't match the products sent, you will lose the product(s) enclosed as well as any applicable remedy under the limited warranty. Seller is not responsible for items received that do not match the RMA.

Failure to adhere to this RMA policy will result in a minimum 15% surcharge on top of the 15% restocking and handling fee.

YOUR LEGAL RIGHTS

This Limited Warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state and jurisdiction to jurisdiction.

If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.

This Limited Warranty is the only express warranty made to Buyer and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging or other communications.

Except as expressly set forth above in this limited product warranty section, each M2M Technologies product is provided solely on as “AS IS” basis and M2M makes no other warranties of any kind. To the maximum extent permitted by applicable law, M2M specifically disclaims and excludes any and all other warranties, whether express, implied, or statutory, including, without limitation, and implied warranties on non-infringement, quiet enjoyment, merchantability, or fitness for a particular purpose.

If any applicable law requires any implied warranties with respect to the Hardware, all such warranties are limited in duration to twelve (12) months from delivery of the defective product to Buyers. The twelve (12) month warranty will begin from the date the product is shipped from the M2M fulfillment center. Some states and/or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above may not apply.

This Limited Warranty applies only to the Buyer and is nontransferable to any one else.

LIMITATION OF LIABILITY

M2M Technologies is not responsible for items lost or stolen in transit to the customer. If there are missing items upon receipt of the package(s) please file a claim with your carrier.

Neither Seller nor its suppliers shall be liable to Buyer or to any third party for any indirect, incidental, consequential, special or exemplary damages including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the arising out of the use or inability to use the Hardware even if Seller has been advised of the possibility of such damages.

Notwithstanding any damages that Buyer might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct general damages in contract or anything else); the entire liability of Seller and any of its suppliers shall be limited to the amount actually paid by Buyer for the Hardware.

Notwithstanding the above, neither Seller's nor Buyer's liability for death or personal injury resulting from its own negligence shall be limited.

Some states and/or jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.