

WARRANTY

1. **Warranty.** Subject to the exclusions contained below, PR Trackers warrants its devices (“Devices”), and/or certified accessories sold for use with the Devices (“Accessories”) to be free from defects in materials and workmanship under normal consumer usage for the term of coverage outlined below. This limited warranty is a consumer’s exclusive remedy and applies as follows only to Devices and/or Accessories purchased by consumers in the United States. Customer’s sole and exclusive remedy under this warranty (and PR Trackers entire liability) will be repair, or replacement with comparable new (or fully functional used) hardware as determined by PR Trackers.

Except for the express limited warranty stated above, PR Trackers disclaims all warranties with respect to the hardware, API, web application (including all updates, modifications, or future additions) and its performance, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. PR Trackers makes no warranty that the PR Trackers hardware or software meets the requirements of Customer, or that the hardware and/or software will operate free of errors or uninterrupted or will function in Customer’s technology environment.

Customer acknowledges that PR Trackers will not be responsible for the accuracy of any sales tax or other tax determination by PR Trackers or the failure by customer to properly remit such taxes. During the term of this agreement, we will, however, exercise reasonable efforts in resolving any dispute with a governmental authority concerning such taxes. Customer hereby indemnifies and holds PR Trackers harmless from and against any liability or loss from or relating to the service provided by PR Trackers and the products resulting from any tax, penalty, interest, additions to tax, surcharge, or other charge or expense payable or incurred by customer.

Terms. All Devices and Accessories shall be covered under this warranty in accordance with the table below. Coverage begins from the sign up date regardless of when the Device or Accessory is actually received and continues until Termination of Services, whichever comes first.

Device Type	Coverage
Vehicle Tracker	Lifetime*
Asset Tracker	One (1) year

- A. *Lifetime warranty valid as long as tracking service is purchased from PR Trackers.
- B. Exclusions. The following are excluded from coverage under this warranty.

- Normal Wear and Tear. Periodic maintenance, repair, and replacement of parts due to normal wear and tear are excluded from coverage.
 - Abuse & Misuse. Defects or damage that result from improper operation, improper installation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse.
 - Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, maintenance, alteration, including without limitation, software changes, or modification in any way by someone other than PR Trackers, or its authorized service centers, are excluded from coverage.
 - Altered Products. Products or Accessories with
 - serial numbers or date tags that have been removed, altered or obliterated;
 - broken seals or that show evidence of tampering;
 - mismatched board serial numbers; or
 - nonconforming or non- PR Trackers housings, antennas, or parts, are excluded from coverage.
 - Communication Services. Defects, damages, or the failure of Products, Accessories or Software due to any communication service or signal subscribe to use with the Products, Accessories or Software is excluded from coverage.
 - Products which are returned to PR Trackers under an RMA which have become damaged in transit or which have become damaged due to improper packaging.
 - All Hardware can be included in the price of the Services provided by PR Trackers. Title to the Hardware will NOT be transferred to customer at any point during, or after, the service period when provided as a bundled service.
 - PR Trackers shall not be responsible for installing Hardware in, or on, Customer's asset(s). Customer shall be solely responsible for arranging for the Hardware to be installed in vehicles by authorized installers, and customer further acknowledges that installation of Hardware by a party not duly authorized and certified, and said Hardware failure due to faulty installation, shall require the Customer to pay for an authorized and certified installer to correct the problem, and possibly purchase a replacement Hardware, if needed, at PR Trackers full price.
- C. Transferability. This warranty extends only to the first consumer purchaser and is not transferable.
- D. Actions. PR Trackers, at its option, will at no charge repair, replace or refund the purchase price of any Products, Accessories or Software that does not conform to this warranty. We may use functionally equivalent reconditioned/refurbished/pre-owned or new Products, Accessories or parts.

E. How to obtain warranty service. To obtain service, please call 407-499-3704 or by email at info@skylocators.com. Additionally, to obtain service, you must include:

- your account number;
- a written description of the problem; and, most importantly;
- your address and telephone number.

F. Additional Limitations. THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. PR TRACKERS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PR TRACKERS BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW. Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another. No other use, including without limitation disassembly of such PR Trackers software or exercise of the exclusive rights reserved for PR Trackers, is permitted.

PR Trackers will not be liable for costs of procurement of substitute products or services. PR Trackers will not be liable for any loss of business, revenue or data; interruption of business; lost profits or goodwill; increased cost of operation; or other indirect, special, incidental, exemplary, reliance, punitive or consequential damages of any kind arising out of or under this Agreement, even if advised of the possibility of such loss.