

# WARRANTY STATEMENT

1. Mobilarm warrants, to the original purchaser only, each Marine Employee Safety Monitoring Product ("Product") manufactured and/or supplied by Mobilarm against defects in materials and workmanship under normal use and service, and against non-conformity to its factory specifications for a period of 24 (twenty four) months from the date of purchase, excluding the Sea Marshall range of products ("Sea Marshall Products"), which Mobilarm warrants to the original purchaser only against defects in materials and workmanship under normal use and service, and against non-conformity to its factory specifications for a period of 12 (twelve) months from the date of purchase. Software products are warranted as per the End User License Agreement applicable to that software.
2. Mobilarm warrants products against failure due to defects in materials and workmanship when properly installed and used on the hardware designated by Mobilarm. Mobilarm cannot be responsible in any way for ancillary equipment, hardware or software not furnished by Mobilarm which is attached to or used in connection with Mobilarm's Products, or for the operation of the Product with any ancillary equipment, hardware or software and all such equipment, hardware or software is expressly excluded from this warranty. Mobilarm further warrants that Mobilarm owned standard firmware and software will substantially conform to factory specifications.
3. In the event of a defect, malfunction or failure of the Product during the warranty period, Mobilarm's liability for any breach of contract or any breach of express or implied warranties in connection with the sale of Products shall be limited solely to repair or replacement, at its option, of the Product or part(s) therein which, upon examination by Mobilarm, appear to be defective or not up to factory specifications. Mobilarm may, at its option, repair or replace parts or subassemblies with new or reconditioned parts and subassemblies. Parts thus repaired or replaced are warranted for the balance of the original applicable warranty.
4. Mobilarm will pay all labour to repair the product and replacement parts charges incurred in providing the warranty service except where purchaser abuse or other qualifying exceptions exist. The purchaser must pay any transportation expenses incurred in returning the Product to Mobilarm for service.
5. Mobilarm disclaims liability for range, coverage, or operation of the Product and ancillary equipment as a whole under this warranty. Mobilarm reserves the right to make changes or improvements in Products, during subsequent production, without incurring the obligation to install such changes or improvements on previously manufactured Products.
6. Mobilarm will not warrant installation, maintenance or service of the Products. In all instances, Mobilarm's liability for damages shall not exceed the purchase price of the defective Product.
7. This limited warranty does not extend to any Product which has been subjected to misuse, neglect, accident, incorrect service repair or maintenance by anyone other than Mobilarm or its Authorized Service Agent(s), improper installation, unauthorised modification, loss or damage in transit, or subjected to use in violation of instructions furnished by Mobilarm, nor does this warranty extend to Products on which the serial number has been removed, defaced, or changed.
8. The implied warranties which the law imposes on the sale of this Product are expressly limited, in duration, to the time period specified below. Mobilarm shall not be liable under any circumstances for consequential damages resulting from the use and operation of this Product, or from the breach of this limited warranty, any implied warranties, or any contract with Mobilarm.
9. In connection with the sale of its Products, Mobilarm makes no warranties, express or implied, as to the merchantability or fitness for a particular purpose or otherwise, except as expressly set forth herein.
10. Some states and territories do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty lasts, so the above limitations or exclusions may not apply. This warranty gives specific legal rights, and there may be other rights which may vary from state to state, or between territories