

SENA TECHNOLOGIES - GENERAL WARRANTY POLICY

Sena Technologies, Inc. (hereinafter referred to as SENA) warrants that the Product shall conform to and perform in accordance with published technical specifications and the accompanying written materials, and shall be free of defects in materials and workmanship, for the period of time herein indicated, such warranty period commencing upon receipt of the Product.

This warranty is limited to the repair and/or replacement, at SENA's discretion, of defective or non-conforming Product, and SENA shall not be responsible for the failure of the Product to perform specified functions, or any other non-conformance caused by or attributable to: (a) any misapplication or misuse of the Product; (b) failure of Customer to adhere to any of SENA's specifications or instructions; (c) neglect of, abuse of, or accident to, the Product; or (d) any associated or complementary equipment or software not furnished by SENA.

Limited warranty service may be obtained by delivering the Product to SENA or to the international distributor it was purchased through and providing proof of purchase or receipt date. Customer agrees to insure the Product or assume the risk of loss or damage in transit, to prepay shipping charges to SENA, and to use the original shipping container or equivalent.

► LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SENA MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT, PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SENA NOR ITS DEALER SHALL BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH THE USE OF FURNISHING OF EQUIPMENT, PARTS OR SERVICES HEREUNDER OR THE PERFORMANCE, USE OR INABILITY TO USE THE SAME, EVEN IF SENA OR ITS DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SENA OR ITS DEALERS TOTAL LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT.

► HARDWARE PRODUCT WARRANTY DETAILS

WARRANTY PERIOD: SENA warranties embedded hardware Product for a period of one (1) year, and external hardware Product for a period of three (3) or five (5) years

according to the Product type.

WARRANTY PROCEDURE: Upon return of the hardware Product SENA will, at its option, repair or replace Product at no additional charge, freight prepaid, except as set forth below. Repair parts and replacement Product will be furnished on an exchange basis and will be either reconditioned or new. All replaced Product and parts become the property of SENA. If SENA determines that the Product is not under warranty, it will, at the Customers option, repair the Product using current SENA standard rates for parts and labor, and return the Product at no charge in or out of warranty.

WARRANTY EXCLUSIONS: Damages caused by

- Accidents, falls, objects striking the SENA product,
- Operating the Product in environments that exceed SENA's temperature and humidity specifications,
- Power fluctuations, high voltage discharges,
- Improper grounding, incorrect cabling,
- Misuse, negligence by the customer or any other third party,
- Failure to install or operate the product (s) in accordance to their SENA User Manual,
- Failure caused by improper or inadequate maintenance by the customer or any other third party,
- Floods, lightning, earthquakes,
- Water spills,
- Replacement of parts due to normal wear and tear,
- Hardware has been altered in any way,
- Product that has been exposed to repair attempts by a third party without SENA's written consent,
- Hardware hosting modified SENA Software, or non-SENA Software, unless modifications have been approved by SENA.
- Battery component capacity degradation due to usage, aging, and with some chemistry, lack of maintenance.

► SOFTWARE PRODUCT WARRANTY DETAILS

WARRANTY PERIOD: SENA warranties software Product for a period of one (1) year.

WARRANTY COVERAGE: SENA warranty will be limited to providing a software bug fix or a software patch, at a reasonable time after the user notifies SENA of software non-conformance.

► THIRD-PARTY SOFTWARE PRODUCT WARRANTY DETAILS

The warranty policy of the third-party software is conformed to the policy of the corresponding vendor.