

Wherible GPS, Inc. Device Defect Warranty

Wherible GPS, Inc. Limited Warranty

Subject to the exclusion and limitations contained herein, Wherible GPS, Inc. warrants all devices sold by Wherible GPS, Inc. (“Wherible GPS”) to be free from defects in workmanship and materials under normal use and service for a period of twelve (12) months from the date of purchase by the ultimate consumer (“Warranty Period”).

This limited warranty is provided only to the original purchaser of the Wherible GPS device and only for devices delivered within the fifty (50) states of the United States, its possessions and territories or the District of Columbia. The customer’s sole and exclusive remedy and the entire liability of Wherible GPS under this limited warranty will be, at Wherible GPS’ option, to repair or replace the defective device during the Warranty Period at no charge to the customer. If it is impossible or impractical to replace a defective device with an identical device, such as at the end of a device life cycle or when an older version of a device is no longer available, Wherible GPS may provide a replacement that is refurbished, re-manufactured, newer or a substantially equivalent version of the defective device. Repaired or replaced devices or parts will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer, and are subject to limitations and exclusions set forth in this limited warranty. If a defect is incapable of correction, or if Wherible GPS determines in its sole discretion that is not practical to repair or replace the defective device, the actual price paid by the original purchaser from Wherible GPS of the device will be refunded by Wherible GPS upon return to Wherible GPS of the defective device. Any device or component of a device that is replaced by Wherible GPS, or for which the purchase price is refunded, shall become the property of Wherible GPS upon replacement or refund.

Obtaining Warranty Service

To obtain warranty service information, please call Wherible GPS Customer Services at (678) 866-3512 or e-mail us at cs@wheriblegps.com.

Before returning a defective device, the customer must first receive a Return Material Authorization (RMA) number from Wherible GPS. To obtain warranty service, the customer will need to provide Wherible GPS with (1) the item code of the defective device, (2) the invoice number or purchase order number of the defective device and (3) details of the device’s defect. After a RMA number is issued, the device must be packaged to ensure that it will not be damaged in transit, and the RMA number prominently marked on the outside of the package. The defective device should then be returned to Wherible GPS, Inc. 1149 Canton Street, Roswell, Georgia 30075. The customer is responsible for the cost of in-bound shipping to Wherible GPS. Devices sent COD will be rejected. Devices shall be insured by the customer, and Wherible GPS will not be responsible for any packages or devices that are lost or damaged in transit to Wherible GPS. Return shipments will be by a method substantially equivalent to the method by which the defective device was shipped to Wherible GPS.

What is Not Covered

This limited warranty does not cover devices that in Wherible GPS’s judgment have damage resulting from any (i) deviation from Wherible GPS’s operating instructions, if any, provided with a device, (ii) alteration, modification of or tampering with a device, (iii) cosmetic damage, such as scratches, nicks and dents, (iv) damage caused by accident, water, flood, fire, or other acts of nature or external causes, (v) misuse, neglect or abuse, (vi) power surge, static electricity or other electrical discharge, (vii) normal wear and tear, (viii) service by anyone other than a Wherible GPS authorized repair facility, or (ix) other improper application, installation or operation of the device, or, (x) have been purchased from inventory

clearance or liquidation sales or other sales in which Wherible GPS expressly disclaims its warrant obligation pertaining to the device.

Disclaimer of Other Warranties

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

THE EXPRESS WARRANTY STATED IN THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS (IF ANY) INCLUDING ANY CREATED BY ANY OTHER DOCUMENTATION OR PACKAGING. NO OTHER WARRANTIES OR CONDITIONS ARE MADE WITH RESPECT TO THE DEVICE OR THE SERVICES BY ANY PERSON, INCLUDING BUT NOT LIMITED TO, WHERIBLE GPS AND ITS SUPPLIERS. NO INFORMATION (ORAL OR WRITTEN) OR SUGGESTIONS GIVEN BY WHERIBLE GPS, ITS AGENTS OR SUPPLIERS, OR ITS OR THEIR EMPLOYEES, SHALL CREATE A WARRANTY OR CONDITION OR EXPAND THE SCOPE OF THIS LIMITED WARRANTY. ALSO THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT IN THE PRODUCT. YOU MAY HAVE GREATER RIGHTS EXISTING UNDER LEGISLATION IN YOUR JURISDICTION. WHERE SUCH LAWS PROHIBIT ANY TERM OF THIS LIMITED WARRANTY, IT SHALL BE NULL AND VOID, BUT THE REMAINDER OF THE LIMITED WARRANTY SHALL REMAIN IN FULL FORCE AND EFFECT.

Exclusion of Consequential, Incidental, and Certain Other Damages, and Limitation of Liability.

TO THE FULL EXTENT ALLOWED BY LAW, WHERIBLE GPS IS NOT LIABLE FOR ANY:

- (i) CONSEQUENTIAL OR INCIDENTAL DAMAGES:
- (ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE PRODUCT, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT); OR
- (iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF RELATING IN ANY WAY TO THE WHERIBLE GPS PRODUCT.

THE FORGOING APPLIES EVEN IF WHERIBLE GPS OR ANY SUPPLIER OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON; AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

Wherible GPS' limited warranty is only extended to the original purchaser of device and is not transferable in anyway. (This is one of the reasons why you want to avoid buying used devices on eBay, Amazon or other places where used equipment is resold).

Our Wherible GPS trackers are not waterproof, making water damage something not covered under warranty. Therefore, Wherible GPS device users who intend on having their device subjected to elemental conditions and potential water exposure need to take additional precautions to keep their device secure since water damage is not covered under warranty. Customer care representatives can offer suggestions on how to better protect your Wherible GPS if you have question, but ultimately the liability falls upon the purchaser of the Wherible GPS to protect the device.

Wherible GPS trackers that are lost are not covered under warranty.

Reseller Limitations

This limited warranty only applies to devices purchased from authorized Wherible GPS dealers. Devices purchased from unauthorized dealers and/or individuals reselling new or used devices, are not eligible to receive warranty service or a refund of any kind.

Governing Law and Amendment

This limited warranty shall be governed by and construed under the laws of the State of Georgia. The limited warranty is subject to change from time to time at Wherible GPS' sole discretion.

Effective as of January 1, 2018.