

LIMITED WARRANTY ON AUTOBEACON SYSTEM

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.\[WEB SITE ADDRESS\].COM/WARRANTY](http://WWW.[WEB SITE ADDRESS].COM/WARRANTY) AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WHO MAY USE THIS WARRANTY?

Imperium Technologies, LLC located at 29 Farmstead Lane, West Hartford, Connecticut 06117 ("**We**") extend this limited warranty only to the consumer who originally purchased the product ("**You**"). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers nonconformance of the AutoBeacon system (the "System") with the specifications and documentation provided with such System for the Warranty Period as defined below.

We shall, to the extent permissible, pass-through to you all available warranties and provide all available (including extended) applicable original equipment manufacturer and additional warranties that we have obtained for third party hardware used in the System.

OUR RESPONSIBILITY FOR A DEFECTIVE SYSTEM IS LIMITED TO REPAIR OR REPLACEMENT OF SUCH SYSTEM.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty specifically excludes, among other things, failure of performance of any and all hardware manufactured by third parties that is provided with the System.

This limited warranty does not cover any damage or defects due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for one year (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the Warranty Period, we will, in our sole discretion[, either: (a)] repair or replace such product (or the defective part) free of charge [or (b) refund the purchase price of such product]. We will also pay for shipping and handling fees to return the repaired or replacement product to you [if we elect to repair or replace the defective product].

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must [call [TOLL-FREE TELEPHONE NUMBER] or email our Customer Service Department at [EMAIL ADDRESS] during the Warranty Period to obtain a Defective Merchandise Authorization ("**DMA**") number. No warranty service will be provided without a DMA number]/[DESCRIPTION OF STEP-BY-STEP PROCEDURE FOR REQUESTING WARRANTY SERVICE].

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED IN THE THIRD PARTY WARRANTIES INCLUDED IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

WE SHALL NOT BE LIABLE FOR LOSS OF USE, LOST PROFIT, COST OF COVER, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCT OR THIS WARRANTY, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS WARRANTY EXCEED \$50.00 OR THE AMOUNT RECIPIENT ACTUALLY PAID COMPANY UNDER THIS AGREEMENT (IF ANY).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WE EXPLICITLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OF IMPLIED, NOT SPECIFICALLY SET FORTH HEREIN.