

WAY SYSTEMS, Inc. Warranty Statement

Manufacturer's Standard Limited Warranty United States Market

WAY Systems, Inc. ("WAY Systems") warrants that all Products will be free from defects in materials and faulty workmanship and that Product firmware and operating system software will substantially perform as defined in the most current WAY Systems published specifications for the Product for a period of 13 months (the "Warranty Period") following the shipment of equipment by WAY Systems.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, TITLE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THE WARRANTY DOES NOT WARRANT OR REPRESENT THAT THE PRODUCT WILL PERFORM UNINTERRUPTED OR ERROR-FREE, BE IMPENETRABLE TO SECURITY VIOLATIONS, OR ENSURE FLAWLESS VERIFICATION OF THE CARD HOLDER OR THEIR RELATED SIGNATURE.

FURTHER, THESE EXPRESS WARRANTIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF WAY SYSTEMS, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS, AND REPAIR OR REPLACEMENT (AT WAY SYSTEMS' OPTION) IS CUSTOMER'S SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.

Warranty Coverage

- The Warranty Period begins on the date of shipment from a WAY Systems facility.
- WAY Systems will repair or replace (at its option) the defective Product and return to Customer within WAY Systems' published repair turnaround time frames with shipping prepaid by WAY Systems. Repair services will include repair or replacement of Product, application of required Engineering Change Orders ("ECO's") and testing and cleaning of external components. At the option of the Customer, WAY Systems will provide wireless service provisioning and reprogramming of the Product for an additional fee.
- The Warranty applies to Products sold for operation in the United States and does not apply to Products shipped for use outside the United States.

Exclusions to the Warranty

- The Warranty does not cover any product that has been damaged by accident, neglect, misuse, abuse, or natural disaster, or subjected to an unsuitable physical operating environment, not properly maintained in accordance with the procedures recommended by WAY Systems, Inc. or not used under normal and intended use for the Product (“Out-of-Scope” conditions).
- Chargers, cables and other accessories are not covered under the Warranty.
- The Warranty will be voided in the event Products have been opened and/or repaired or modified by a non-authorized repair facility.
- Warranty Repair does not extend the Warranty Period.

Out-of-Box Failures

In the event of an Out-of-Box failure, WAY Systems will replace the Product provided Customer notifies WAY Systems at (866) 929 6881 within fourteen (14) calendar days of the activation date of the device of such Out-of-Box failure. WAY Systems will ship a replacement device programmed and provisioned with wireless service (ready to use) within 48 hours of such notification. Customers will be charged a “Non-Return Fee” if the defective device is not returned to WAY Systems within 10 days.

Out-of-Warranty Repair Fees

In the event a defective Product is returned for Warranty repair service but the Product is not covered under warranty, a repair fee will be assessed for such non-warranty repair in addition to return shipping charges and applicable fees for optional wireless service provisioning and programming of the Product.

Warranty Repair Service

For warranty repair service, Customer must return equipment to the designated WAY Systems facility. Customer will pay expenses for return of such Products to WAY Systems. Return shipment is paid by WAY Systems. Customer must contact WAY Systems at (866) 929-6881 to obtain an RMA number and address information prior to the shipment of equipment for Warranty repair service.