

## Telematic Control Units Gateway Products

### Limited Warranty

If you are the original end user (“Buyer” or “you”) installing or using a Gateway Telematic Controller (“Product”) purchased from Appareo Systems, LLC (“Appareo”), you are asked to read the following terms and conditions carefully before installing or using this Product. By installing or using the Product, you consent to be bound by and become a party to the Limited Warranty. If you do not agree to the terms and conditions of the Limited Warranty, you should return the Product for a full refund prior to installation.

**1.** This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. To the extent necessary to comply with those laws, the terms of this Limited Warranty should be read to adjust to those requirements only to the extent necessary to comply with such local law. **Limited Warranty.** Appareo warrants to Buyer that the Product will comply with its published specifications and be free from defects in materials and workmanship for a period of one (1) year after receipt by Buyer (the “Warranty Period”) under normal use and service. This Limited Warranty is void if (a) the Product is not installed and maintained properly per any installation or maintenance instructions that accompanied the purchase; (b) any part not supplied by Appareo is used in assembly or repair of the Product, or (c) if the Product has been altered. This Limited Warranty does not apply to the extent damage to the Product is caused by fire, flood, wind, rain, rising water, leakage or breakage of plumbing or any other cause beyond the reasonable control of Appareo.

**2. Claim Procedure; Remedies.** Appareo must receive a claim from Buyer under this Limited Warranty in writing at support@appareo.com or by mail at the address below no later than thirty (30) days after the end of the Warranty Period or the claim is waived.

- Provide the Product’s serial number and reasonable proof of purchase (for example, a sales receipt) that establishes you as the Buyer (the original end-user consumer purchaser).
- Appareo will provide you with a return material authorization (“RMA”) number and shipping information for the return of your unit. You must obtain an RMA number from Appareo Support before sending a return—Product sent to Appareo without an RMA number will not be accepted and will be held for pick up or returned to you at your risk and expense.
- Upon receipt of the returned Product, Appareo will inspect it and make a determination as to validity of the warranty claim.
- If upon examination it is determined that the Product is operating within factory recommended specifications, you will be notified and may request that the Product be returned to you. You will be asked to pay a reasonable service charge and also for shipping expenses to and from Appareo.
- If it is determined upon examination that the Product is not operating within factory recommended specifications, but that the source of the failure was outside of the scope of this Limited Warranty, you will be notified of the estimated cost for repair of the Product to factory specifications. At this time you may request that the Product be returned to you without further action, or that Appareo repair the Product as per the provided estimate and return the Product to you. In this case you will be billed for the repairs and for shipping expenses to and from Appareo. Appareo will make three (3) attempts to contact you by phone or email for payment within ninety (90) days after the

work is completed. If no response is given, Appareo reserves the right to consider the Product abandoned and can take ownership of the Product.

- If it is determined that the returned Product falls within the scope of this Limited Warranty, Appareo will repair or replace the Product at its discretion. Replacement Product may be new or factory refurbished at Appareo's discretion, and shall carry the warranty of the original Product. Following repair or replacement, Product shall be shipped to the same location in the same manner as was the returned Product. Appareo shall pay all associated shipping expenses. SUCH REPAIR, REPLACEMENT OR REFUND IS THE SOLE REMEDY AND OBLIGATION OF APPAREO.

**3. LIMITATION OF LIABILITY.** THE LIMITED WARRANTY AND REMEDIES SET FORTH HEREIN ARE THE EXCLUSIVE AND SOLE WARRANTY AND REMEDIES PROVIDED BY APPAREO. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL APPAREO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES) OR BASED UPON BREACH OF WARRANTY, BREACH CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT APPAREO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

- In any event, Appareo shall not be liable for any downtime, loss of revenue, loss of or damage to data, records, or software or the restoration of data or records, or the reinstallation of software, costs of de-installation of the Product or re-installation of replacement Product, or other issues arising from the Product, including any issues arising as a result of Buyer's software programming.
- Any efforts by Appareo beyond the obligations provided for in this Limited Warranty will not in any way enlarge, extend or otherwise change the Limited Warranty, remedies or limitations stated in this Limited Warranty. IN NO EVENT WILL APPAREO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT SOLD TO BUYER EXCEED THE TOTAL PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT GIVING RISE TO THE CLAIM. The parties agree that the limitation of remedies is an agreed upon allocation of risk and does not cause the remedy to fail of its essential purpose.
- 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.

**4. No Dealer Warranty.** This is the exclusive warranty applicable to the Product. No dealer has any authority to make any other warranty, modify, limit, or expand the terms of this Limited Warranty in any fashion, or to make representations or promises on behalf of Appareo.

**5. Disclaimers.** TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ARE EXPRESSLY DISCLAIMED. ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY DISCLAIMED. In the event an implied warranty is determined to exist, the duration of the implied warranty shall expire upon the expiration of the Warranty Period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**6. Danger!** *Do not use the Product for medical or life support equipment or other high risk activities!* Appareo does not sell Products for use in high-risk activities. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively "High Risk Activities"). Appareo expressly disclaims any express or implied warranty of fitness for High Risk Activities. Appareo does not authorize use of any of the Products in any High Risk Activities.

**7. Contact.** If you have questions about this Limited Warranty or wish to make a warranty claim, contact Appareo at 1810 NDSU Research Circle North, Fargo, ND 58102, or by phone number at 701-356-2200. You may also contact Appareo on the internet at [www.appareo.com](http://www.appareo.com), or [support@appareo.com](mailto:support@appareo.com).

**8. General.** This Limited Warranty is governed by the laws of the United States and the State of North Dakota, without reference to conflict of law principles. To the fullest extent permitted by applicable law, Buyer consents and submits to the exclusive jurisdiction of the state and federal courts of the State of North Dakota and agrees that any action of any nature whatsoever against Appareo relating in any manner to the Product may be brought therein. Certain Appareo products are subject to export controls by the U.S. Department of Commerce under the Export Administration Regulations (EAR). Violation of U.S. law is strictly prohibited. You agree to comply with the requirements of the EAR and all applicable international, national, state, regional and local laws and regulations, including any applicable import and use restrictions. For further information or clarification regarding these regulations please contact Appareo. This Limited Warranty is not assignable and any purported assignment is void.