

# Webfleet Solutions Extended Warranty – installation excluded

## WARRANTOR

Non-U.S. and non-Canadian purchases: If you have made your purchase outside the United States and Canada, this Extended Warranty is granted by and this Limitation of Liability is stipulated for the benefit of Webfleet Solutions Sales B.V., Beethovenstraat 503, 1083 HK, Amsterdam, the Netherlands.

## WHAT THIS WARRANTY COVERS

1 Webfleet Solutions Sales B.V. ("Webfleet Solutions") warrants to you that hardware eligible for extended warranty as indicated on the website [www.webfleet.com](http://www.webfleet.com) ("Extended Warranty Hardware") will be free from defects in workmanship and materials under normal use ("Defects") for a period of thirty-six (36) months from the date the Warranty Period expired ("Extended Warranty Period"). During the Extended Warranty Period the Extended Warranty Hardware will be repaired or replaced at Webfleet Solutions' choice ("Limited Extended Warranty") without charge to you for either parts or labour. This Limited Extended Warranty covers the replacement of the Extended Warranty Hardware only. If the Extended Warranty Hardware is repaired after the Extended Warranty Period has expired, the Extended Warranty Period for the repair will expire six (6) months after the date of repair.

The Limited Extended Warranty must be purchased within the Warranty Period.

## WHAT THIS WARRANTY DOES NOT COVER

2 The Limited Extended Warranty does not apply to normal wear and tear, does not apply when the Extended Warranty Hardware is opened or repaired by someone not authorized by Webfleet Solutions and does not cover repair or replacement of any part of Extended Warranty Hardware or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Extended Warranty Hardware, neglect or misapplication. The Limited Extended Warranty does not cover physical damage to the surface of the Hardware. This Limited Extended Warranty does not cover any software that may accompany or be installed on the Extended Warranty Hardware. The Limited Extended Warranty does not cover the installation, removal or maintenance of the Extended Warranty Hardware or any costs related herewith.

## HOW TO MAKE A WARRANTY CLAIM

3 In order to make a claim of a Defect, you must contact Webfleet Solutions during the Extended Warranty Period via [www.webfleet.com](http://www.webfleet.com) to explain the Defect and to obtain an RMA number (Return Materials Authorization) if necessary. You must return the Extended Warranty Hardware during the Extended Warranty Period, along with the RMA number provided by Webfleet Solutions and an explanation of the Defect, to the address provided to you by Webfleet Solutions. If a defect arises and a valid claim under this Limited Extended Warranty is received by Webfleet Solutions after the first one hundred and eighty (180) days of the Extended Warranty Period, Webfleet Solutions is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Extended Warranty Hardware. You must comply with any other return procedures stipulated by Webfleet Solutions, if any.

## YOUR LEGAL RIGHTS

- 4 Some countries may not allow the exclusion or limitation of damages. If any part of this Limited Extended Warranty is held to be invalid or unenforceable, the remainder of the Limited Extended Warranty shall nonetheless remain in full force and effect.
- 5 The Limited Extended Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.
- 6 Except for the Extended Warranty and to the maximum extent permitted by applicable law, Webfleet Solutions and its suppliers provide the Extended Warranty Hardware "AS IS AND WITH ALL FAULTS", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Extended Warranty Hardware and the provision of or failure to provide support or other services, information, software, and related content through Extended Warranty Hardware or otherwise arising out of the use of Extended Warranty Hardware. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Extended Warranty Hardware. This exclusion does not apply to
  - (I) any implied condition as to title and
  - (II) any implied warranty as to conformity with description.
- 7 This Limited Extended Warranty does not affect any legal rights under applicable national legislation governing the sale of consumer goods.
- 8 This Limited Extended Warranty cannot be transferred to any other person.

## LIMITATION OF LIABILITY

- 9 Neither Webfleet Solutions nor its suppliers shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Extended Warranty Hardware even if Webfleet Solutions has been advised of the possibility of such damages.
- 10 Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Webfleet Solutions and any of its suppliers shall be limited to the amount actually paid by you for the Extended Warranty Hardware.
- 11 Webfleet Solutions shall not be liable for
  - (I) any fraud on the part of its employees and/or agents; or
  - (II) any fraudulent misrepresentation on the part of its employees and/or agents.
- 12 Notwithstanding the above, neither party's liability for death or personal injury resulting from its own negligence shall be limited.