

1 Year Limited Warranty

WHO IS COVERED? Only the purchaser that first activates the GPS product is covered.

WHAT IS COVERED? The Procon, Inc. ("Procon") GPS product you just purchased is warranted to be free from defects in materials and workmanship.

HOW TO OBTAIN WARRANTY SERVICE?

1. Contact the Customer Service Department using the support number located on the website you were provided when you purchased the product. Provide them with the ESN (Equipment Serial Number) for each product for warranty coverage verification.
2. Upon verification of coverage, an RA# will be issued and provided to you by fax, email, or over the phone.
3. Package product(s) and send to Procon with the RA# clearly written on the outside of each package (returns without an RA# will be rejected) and ship to:

PROCON Returns
11120 Roselle Str., Suite A
San Diego, CA 92121

Note: You are responsible for shipping charges to the returns department.

4. Procon will test all properly returned products to determine if they are defective. If the product is defective Procon will provide replacement of the defective product(s) and Procon is responsible for shipping charges back to you.
5. If the product is not defective then you will be charged \$9.95 to cover the cost of testing the product and you are responsible for the shipping charges back to you.

WHAT IS THE WARRANTY PERIOD? The warranty begins on the date you purchased the Procon GPS product and lasts for one year. When the warranty on the original product expires, the warranty on any replacement product also expires.

WHAT IS EXCLUDED? Your warranty does not cover:

- Product damage caused by normal wear and tear.
- Product damage caused by tampering, misuse, accident, abuse, neglect, improper installation, misapplication, alteration of any kind, disaster, or defects due to repairs or modifications made by anyone other than Procon or an authorized service representative of Procon.
- Physical damage of any nature whatsoever to the Product, including any opening or attempted opening of the Product.
- Reception problems caused by signal conditions or cable or antenna systems outside the product.

This Limited Warranty constitutes the final, complete and exclusive statement of warranty terms, and no other person or entity is authorized to make any other warranties or representations on behalf of Procon.

WHAT ARE THE WARRANTY LIMITATIONS? TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROCON DISCLAIMS, AND YOU EXPRESSLY WAIVE, ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW SHALL BE LIMITED TO THE DURATION OF THE FOREGOING EXPRESS WARRANTY PERIOD. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR DO NOT ALLOW LIMITATIONS ON THE AMOUNT OF TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WHAT IS THE LIMITATION OF LIABILITY? This Limited Warranty is solely for the benefit of the purchaser that first activates the GPS product and Procon, and shall not create or evidence any right in any third party. THE REPAIR OR REPLACEMENT OF THE PRODUCT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROCON BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR FOR ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE, EVEN IF PROCON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD REASONABLY HAVE BEEN FORESEEN BY PROCON. However, 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.

PRODUCT WARNING - COMMUNICATION FAILURES ARE NOT COVERED. Your GPS product utilizes cellular telephone and Global Positioning Satellite communication networks in order to provide service. Procon is not liable for any failure related to these communications networks. Refer to the Subscription Service Agreement for a complete description of the limitations related to the services provided.