



## WARRANTY STATEMENT

### 1. Two year warranty coverage

Stinger warrants the end-user of The Stinger Product against defects in materials and workmanship for a period of two (2) years after the date of the original retail purchase from a channel authorized by Stinger, provided The Stinger Product is completely new and unused at the time of purchase. Stinger warrants the end user of The Stinger Product against defects in materials and workmanship for a period of six (6) months after Stinger has repaired a component of The Stinger Product.

### 2. Stinger chooses the solution

If a defect exists, at its option Stinger will (1) repair The Stinger Product at no charge, using new or refurbished replacement parts, (2) exchange The Stinger Product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of The Stinger Product.

### 3. What we ask of you

If you want a warranty repair to be performed you will need to send the 'problem component' of The Stinger Product together with a description of the problem, to Stinger (possibly via your Stinger dealership). You will need to submit the following information: Your name, address and phone number, as well as your proof of purchase of The Stinger Product. The proof of purchase needs to contain the purchase date, a product description and the relevant Stinger serial numbers.

### 4. Warranty for Stinger hardware only

This warranty applies only to hardware products manufactured by or for Stinger that can be identified by the "Stinger" trademark, trade name, or logo affixed to them. This warranty does not apply to any non-Stinger hardware products or any software, even if packaged or sold with The Stinger Product. Non-Stinger manufacturers, suppliers, or publishers may provide their own warranties.

### 5. No warranty for installation and deinstallation

The installation and deinstallation of The Stinger Product will not be covered under this warranty. Stinger shall never compensate the costs associated with the installation or de-installation of The Stinger Product.

### 6. No warranty for software

Software and computer programs that come with and/or are part of The Stinger Product are not covered under this warranty. Refer to the Stinger Software License Agreement for more information.

### 7. Exclusions for warranty

This warranty does not apply to The Stinger Product with: (a) damage caused by accident, abuse, misuse, misapplication, or non-Stinger products; (b) damage caused by service (including upgrades and expansions) not performed by Stinger or an official Stinger dealer; (c) modifications performed without the written permission of Stinger; or (d) removed or defaced Stinger serial numbers.



## **8. Exclusive warranty**

This warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Stinger specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. No Stinger reseller, agent, or employee (other than a Stinger director) is authorized to make any modification, extension, or addition to this warranty.

## **9. No liability**

Stinger cannot be held responsible for direct, special, incidental or consequential damage arising from inobservance of the guarantee provisions in this agreement or only legal theory, including, but not limited to loss of profit, production jamming, goodwill, damage to or replacement of equipment and property, costs of repair, reprogramming and reproducing of programs and data which are part of or are used in combination with The Stinger Product, and any violation of the confidentiality of data which have been stored on the concerning product. Stinger states explicitly that it cannot be guaranteed The Stinger Product under this warranty can be repaired, that programs or data cannot be lost during the service or replacement of product and within the framework of this warranty. Stinger's aggregate liability in respect of any single event or series of events whether as a result of negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered product determined by the net invoiced price.

## **10. Governing Law, Dispute Resolution, Divisibility**

This Warranty Statement, including all disputes, will be governed by the laws of Florida, U.S.A., and U.S. Federal law. For as much as allowed by judicial law, all court proceedings will be held at the competent court in Florida, U.S.A., unless, and at Stinger's sole discretion, otherwise elected by Stinger. Should any stipulation of this agreement or any part thereof be declared null and void or otherwise non-binding by a competent court, the other stipulations of this agreement shall remain in full force.