

# Limited Hardware Warranty

## 1. Hardware Warranty

(a) The Complete Innovations Inc. and Complete Innovations USA Inc. (together “Fleet Complete”) suite of hardware and firmware products (excluding all test or demonstration products or product versions) (individually a “Product” and collectively, the “Products”) are warranted against material defects in workmanship and materials for a period of thirty six (36) months (twelve (12) months in the case of battery powered Products) from the date of shipment of the Product to the client (the “Client”). The Client’s sole and exclusive remedy and Fleet Complete’s entire liability for breach of the foregoing warranty will be the repair or, at Fleet Complete’s option and expense, replacement of defective Product, or components thereof in accordance with this warranty. Title in all defective parts which are removed from a Product and replaced by Fleet Complete hereunder shall transfer back to Fleet Complete or its suppliers, as applicable.

(b) It is the Client’s sole and exclusive responsibility to maintain minimum battery levels for any and all battery powered Products. In no event will Fleet Complete be liable for any costs, losses, claims or damages, including but not limited to lost revenue, profit, or data, or for any special, indirect, consequential, incidental, or punitive damages, related to or arising from the Products, including but not limited to the inability to use any battery powered Product as a result of Client’s failure to maintain required battery levels and/or a forced disconnect.

(c) Unless otherwise so provided:

(i) The warranty period for computer programs in machine-readable form included in a Product, which are essential for the functionality thereof as specifically stated in the published Product specifications will be coincident with the warranty period of the Product.

(ii) Software patches, bug fixes, updates or workarounds do not extend the original warranty period.

- (ii) The warranty period for installation hardware that does not contain a serial number, such as adapters, USB connectors and certain power supplies (“Serialized Accessories”) is ninety (90) days from the date of shipment by Fleet Complete and for non-serialized installation hardware, such as antennas and cable harnesses is thirty (30) days from date of shipment by Fleet Complete.
- (d) Products may be serviced or manufactured with parts, components, or subassemblies that originate from returned products and that have been tested as meeting applicable specifications for equivalent new material and Products.
- (e) The sole obligation of Fleet Complete for defective Products is limited to repair or replacement (at Fleet Complete’s option) on a “return to service depot” basis with Fleet Complete’s prior written authorization.
- (f) The above Product and firmware warranty provisions shall not apply to batteries or if the Product or firmware has been repaired, tampered with, altered or modified, except by Fleet Complete or if the defects or damage to the Product or Core Software Product results from (i) contact with liquid, water, rain, extreme humidity, or food/drink; (ii) use of parts or accessories not approved or supplied by Fleet Complete; (iii) unusual physical or electrical or power stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification; (iv) servicing, testing, installation, alteration or modification in any way by someone other than Fleet Complete or its authorized service technicians or installers; or (v) in the case of any battery powered Product, Client fails to maintain the required minimum battery levels. The above warranty will also not apply if the Product, firmware Product or serialized accessories have a serial number or date tags that have been removed, altered or obliterated, broken seals or there is evidence of tampering or mismatched board serial numbers.

## 2. Installation Warranty

- (a) Fleet Complete further warrants that, for a period of thirty-six (36) months from the date of installation of the Product by Fleet Complete or an authorized Fleet Complete installer, the installation services will be performed with reasonable skill and in a professional manner. Fleet Complete’s sole responsibility and the Client’s sole remedy with respect to deficient or non-conforming installation services is to use commercially reasonable efforts to re-perform such installation services.

(b) The Installation warranty shall not apply (and could extend to voiding the Product warranty) if the installation has been tampered with, altered or modified, except by Fleet Complete or a Fleet Complete authorized installer. For greater certainty, the following conditions would not be covered under warranty: (i) power harness is disconnected; (ii) power harness is cut or damaged; (iii) antenna cable is disconnected; (iv) antenna cable is cut or damaged; (v) the installation defect is a result of contact with liquid, water, rain, extreme humidity, food or drink; (vi) the installation defects or damage results from use of parts or accessories not approved or installed by Fleet Complete authorized installers; or (vii) the installation defects results from unusual physical or electrical/ power stress (ie; power surge), abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification.

(c) Client no-shows and late cancellations affect our ability to provide professional installation services. They also represent a considerable cost to Fleet Complete. A late cancellation occurs when Client cancels a scheduled appointment on the day of the appointment. All appointments must be cancelled prior to 5 PM the business day before confirmed, scheduled service. If an installer is more than 30 minutes late on the day of scheduled service and Client cancels the installation appointment, this will not count as a late cancellation. A no-show occurs when the installer arrives at the scheduled time and place, and the Client does not attend at the scheduled time and location, or the vehicle or equipment is not present or available for installation. The installers will wait 15 minutes before leaving a no-show notice. A late cancellation or no-show will result in a charge to Client's account.

### 3. Hardware Warranty Repair Procedures

(a) The Client may, within the Warranty Period, notify Fleet Complete via email or phone of any Products containing defects.

(b) Fleet Complete will evaluate the request and if required will dispatch an authorized service technician to resolve the defect. If the Product needs to be returned to Fleet Complete for further investigation Fleet Complete will issue a Returned Material Authorization (“RMA”) number to the Client. The Client shall then send the defective Product, freight and insurance paid by Fleet Complete to 5300 Satellite Dr. Mississauga ON, L4W 5J2, Canada. If after investigation by

Fleet Complete the Product is deemed not to be defective or to have been tampered with or damaged by the Client, Fleet Complete reserves the right to invoice the Client for the associated shipping costs when it returns the RMA Product to the Client. The Client shall ship Products in containers which provide adequate protections and shall display the RMA number on the outside of the container(s). Fleet Complete reserves the right to refuse to accept any rejected Products that do not bear an RMA number on the outside of the container.

(c) Client shall be responsible for all completed service charges for hardware tampering where Fleet Complete retroactively determines there was no defect found, or for Product serviced that Fleet Complete determines was not eligible for warranty repair at the date of requested service. Fleet Complete reserves the right to retroactively invoice the Client for all completed services.

(d) If a defective Product is received by Fleet Complete during the applicable Warranty Period, Fleet Complete will, at its sole option and expense, repair or replace such Product using new Products or materials to make such repair or replacement and will ship the repaired or replaced Product back to the Client.

(e) If Fleet Complete determines that the Product is defective, Fleet Complete will be responsible for shipment to Fleet Complete and assumes all costs and risks associated with this transportation as well as up to a maximum charge equal to one (1) hour of diagnostic services if the Client uses a third party to diagnose a problem with the Product. Return shipment to the Client will be at Fleet Complete's expense. Customer shall be responsible for all shipment charges for Product returned where Fleet Complete determines there is no defect found, or for Product returned that Fleet Complete determines is not eligible for warranty repair, provided that Fleet Complete had not requested the return of the Product. Fleet Complete will coordinate with an authorized service technician to have the Product reinstalled into the Client's applicable vehicle.

(f) If Fleet Complete delivers replacement Products, equipment or accessories to the Client, the Client is required to ship the originally delivered Products, equipment or accessories (the "Replaced Hardware") back to Fleet Complete and Fleet Complete will pay for all such shipping costs. If Client fails to return Replaced Hardware to Fleet Complete within 30 days, Fleet Complete will charge the Client's account for the full price of such Replaced Hardware through the Client's telecommunications carrier's billing system.

(g) The Client is responsible for de-installation and re-installation service fees, if applicable. It should also be noted that this warranty will be voided if an

authorized service technician or installer is not used to perform infield work, except in the case of self-install Products (in which case the Client must comply with the associated self-install terms and conditions).

## 4. Warranty Liability

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY LAW, FLEET COMPLETE MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH RESPECT TO THE PRODUCTS, CORE PRODUCT SOFTWARE, SERIALIZED ACCESSORIES OR THE SERVICES PROVIDED BY FLEET COMPLETE, INCLUDING BUT NOT LIMITED TO, WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF WORKMANSHIP, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR DURABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FLEET COMPLETE DOES NOT WARRANT THAT THE PRODUCTS, CORE PRODUCT SOFTWARE, SERIALIZED ACCESSORIES OR THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS OR CORE PRODUCT SOFTWARE WILL BE ERROR FREE.

## 5. Disclaimer of Liability

In rare circumstances the Products when used with firmware or third-party systems may interfere with aftermarket products or third-party systems, including but not limited to, products and applications such as pre-existing telematics systems, remote car starters, and other competing solutions. In the event that the firmware or Fleet Complete software causes interference, disruption, malfunction or any other abnormality in an aftermarket product or application, Fleet Complete shall not be liable or responsible to the Client for any direct, indirect, incidental, consequential damages or losses resulting from or related to (i) the use of authorized or unauthorized aftermarket products and applications; or (ii) the use of a Product purchased or received from a non-Fleet Complete authorized reseller; whether or not Fleet Complete has been advised of the possibility of such use or damages or such damages were reasonably foreseeable.