

X-ALERT WARRANTY POLICY

X-ALERT warrants that the purchased product is at the time of its original purchase free of defects in design, material and workmanship.

You will find herein/below all X-ALERT warranty policy details offered by X-ALERT. This warranty is given only to the original purchaser of the product.

A product that has been scratched, dropped, alteration, attacked, infringed, misuse or abused may not be returned under any circumstances. for all other products; if the item is returned in the original packaging and in the new untouched status we will exchange into another X-ALERT product. Of course all costs of returning the product is on behalf of the return sender.

This Warranty Policy is an essential part of the Terms & Conditions of X-ALERT

I. WARRANTY DEFINITION:

X-ALERT provides this warranty to buyers who purchased the X-ALERT product (product) from X-ALERT. X-ALERT products are guaranteed against all manufacturing or material defects (defect) for the warranty period as defined below.

X-ALERT products are compliant with their description and specifications; it is your responsibility to ensure that the products you purchase are compatible for the intended use.

II WARRANTY PERIOD:

The warranty period starts at the date of purchase of the product. the product may consist of several different parts and different parts may be covered by different warranties periods (please report to "warranty period").

- The different warranties period is:
twelve (12) months for all X-ALERT sensor devices, antennas, mobile devices, including telephones, smartphones, bodycams, tablets, laptops and navigation systems, -sos, tracking system, and six (6) months for accessories like car chargers, headphones, bluetooth speakers, bluetooth headphones, screen protectors, power banks, phoneholders, speakers and charging units, etc.(whether included in the mobile device sales package or sold separately). The warranty does not affect the legal rights of customers under applicable local or national laws governing the sale of customer goods.

To the extent permitted by national laws, the warranty period will not be extended, renewed or otherwise affected due to subsequent resale, repair or replacement of the product.

However, part(s) repaired or replacement product(s) during the warranty period will be warranted for the remainder of the original warranty period provided replacement or repair has been performed by X-ALERT or an authorized X-ALERT reseller.

Nothing in this warranty policy can exclude or limit these statutory provisions.

III REPAIR OR REPLACEMENT:

Throughout the warranty period X-ALERT or its authorized reseller will, -at their discretion -, without charge and subject repair or replace a defective product. repair or replacement may involve the use of functionally equivalent reconditioned unit.

X-ALERT will return the repaired product or replaced with another functional equivalent product to the customer in good working condition. all replaced faulty parts or components will become the property of X-ALERT.

This warranty applies only to the hardware components of the product as originally supplied and does not apply to any software or other parts or equipment.

If X-ALERT repairs or replaces the product, the repaired or replaced product shall continue to be warranted for the remaining time of the original warranty period.

Before returning any unit for service, be sure to backup data and remove any confidential, proprietary, or personal information from the device. X-ALERT is not responsible for the damage to or loss of any programs, data, or removable storage media where you do not back-up your data.

All X-ALERT devices is warranted against defects in material or workmanship for 30 days from the date of purchase. Warranty claims of customers regarding their X-ALERT product are to be made through the authorized X-ALERT reseller where purchased or by our Support Center warranty is only valid with proof of purchase from the authorized X-ALERT reseller. The X-ALERT warranty program does not cover any defects due to improper installation or fit

IV THE WARRANTY DOES NOT COVER:

- damages due to transportation
- damages due to storage
- damages due to improper use of the products and poor maintenance
- damages due to non-observance of the instructions or restrictions for use of the product as defined in the products owner manual
- damages due to hacking, malware, infringement, spyware, etc, etc.
- damages due to the products normal wear and tear
- damages due to non-observance of the instructions for maintenance as defined in the products owner manual
- damages due to modification of the products
- damages due to any impact caused by sharp items, due to torsion, compression, a fall greater than 1.8 m., an abnormal impact or other actions that cannot be under X-ALERT's reasonable control.
- damages with, in or on the glass of the display.

V THIS WARRANTY SHALL NOT APPLY IF THE DEFECT IS CAUSED BY ANY OF THE FOLLOWING:

a) the product serial number, the accessory date code, the IMEI number, water indicator or the warranty seal has been removed, erased, defaced, altered or is illegible; or

b) deterioration of the product due to normal wear and tear; or

c) use other than in accordance with the user manual, submersion in water as explained at the maximum warranty product details per X-ALERT device, prolonged exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accidents, forces of nature, or other actions beyond the reasonable control of X-ALERT (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by defects in materials or workmanship. This warranty does not cover physical damage to the surface of the product including but not limited to scratches on the display, camera lens; or

d) the defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been used in equipment other than those for which it has been specified; or

e) the defect was caused by a defective function of the cellular network or other system; or

- f) the product software needs to be upgraded due to changes in cellular network parameters; or
- g) the defect was caused by the fact that the product was used with or connected to an accessory not approved or provided by X-ALERT or used in other than its intended use and where it can be shown by X-ALERT that such defect is not the fault of the product itself; or
- h) the defect was caused by the fact that the product was misused or became unusable due to an attack or hacking from third parties. This hacking can be done directly by a device but also by a server on which the device is attached. (charging or replay)
- i) when the product is being dropped out of hand without falling straight with the back of the product on a straight surface, when product has been dropped on a sharp surface or has been in contact with a sharp matter or surface; or
- j) sold via an un-authorized seller, previously owned customer or sold in another country than customer is from ,or products being used; or
- k) performance issues or incompatibilities caused by editing of the registry settings, modifications of the operating software or third party application downloads. using custom operating system software may cause your device and application to work incorrectly.
- l) if the product has been re-exported from its original destination country to another country, the product may contain country specific elements that are not considered to be a defect under this warranty.
- m) the warranty does not affect the legal rights of customers under applicable local or national laws governing the sale of customer goods.

VI THE PRESENT WARRANTY IS NOT ENFORCEABLE IF :

- a) misuse or abuse of the product;
- b) deterioration of the product due to normal wear and tear
- c) willful damage or negligence by the end user or any third party other than X-ALERT or an authorized service agent of the product;
- d) the product was used in a manner for which it was not intended, or where X-ALERT can show that such defect is not the fault of the product itself.
- e) the product has become a victim of an attack, hacking, eavesdropping, or tempering
- f) the product is not returned in its original packaging, if it has been modified or repaired by any person or entity other than X-ALERT or an authorized X-ALERT reseller;
- g) the product has been repaired with unauthorized spare parts;

VII WARRANTY ENFORCEMENT:

In case of defect, X-ALERT agrees to accept the claim, replace or repair the product at no charge for the end-user and return it. This shall be determined in the sole discretion of X-ALERT or his authorized reseller, unless this is impossible or disproportionate.

The remedy will be deemed to be disproportionate by X-ALERT if it imposes costs on X-ALERT which, in comparison with the alternative remedy, are unreasonable, taking into account:

- the value of the goods would have if there were no defect,
- the significance of the defect,
- whether the alternative remedy could be completed without significant inconvenience to the customer.

X-ALERT agrees that all repair or replacement of the product will occur within a reasonable period and without any major inconvenience for the customer, taking account of the good kind and its fitness for purpose.

The customer is not entitled to have the contract rescinded if the defect is minor.

For all warranty claims, please produce the product and the proof of purchase to the authorized X-ALERT reseller. provide the following information:

- model number
- serial number
- imei number
- location of sold product
- description of product problem
- contact name, phone number & email
- receipt or creditcard number of purchase
- the signed "repair receipt certificate"

VIII USAGE OF DEVICES:

Although X-ALERT is very pride on its products and has attempted to provide the highest grade of quality, it still may be possible that you will experience problems. for more information about the warranty, please check our warranty policy.

X-ALERT assumes no liability for any accident, injury, death, loss, or other claim related to or resulting from the use of this product. the user should be fully responsible for the use of the product in a safe and normal manner without risking it's life. in no event X-ALERT shall be liable for incidental or consequential damages relating to or resulting from the use of this product or any of its parts. X-ALERT advices to use the products as recommended by the law and regulations of your local country. in some countries, non handsfree calling or setting navigation destination when driving, is illegal or require governmental permission.

VIII LIMITATION OF LIABILITY:

To the extent permitted by national laws, the present warranty is exclusive and in lieu of all other warranties. X-ALERT shall not be held liable for any consequential damages / accidents/abuse including but not limited to loss of chance or profits, loss of savings or revenue, loss of data, punitive damages, Loss of use of the product or any associated facilities, cost of capital, cost of any substitute equipment or facilities, downtime, the claims of any third parties, including customers, and injury to property, resulting from the purchase or use of the product or arising from breach of the warranty, breach of contract, negligence, strict tort, or any other legal or equitable theory, even if X-ALERT knew of the likelihood of such damages. X-ALERT shall not be liable for delay in rendering service under the limited warranty, or loss of use during the period that the product is being repaired.

The end-user understands and agrees that X-ALERT has no liability for any damage or destruction to end-user electronic device(s) or other personal property that are contained inside or outside the product, including, without limitation, mobile devices/bodycams or any loss of data contained in the same.

In case X-ALERT will be liability under or in connection with this warranty, contract, tort (including negligence) or otherwise X-ALERT shall be strictly limited to either the amount actually paid by the end-user for the product or X-ALERT recommended re-sale price of the product, whichever is lower.

X. IN THE EVENT OF PRODUCT FAILURE, THE CUSTOMER SHOULD TAKE THE FOLLOWING ACTION:

- a) contact the reseller where the product was purchased

XI. APPLICABLE LAW.

This Warranty Policy is governed by Dutch law, The Dutch Court in 's Gravenhage, The Netherlands..

2 competent judge of the Court of 's-Gravenhage, The Netherlands.