

GPS Hardware Limited Warranty Terms and Conditions

PAYMENT GUARDIAN INC. (PGI) warrants that the Device shall be free from defects in materials and workmanship and will substantially conform to the applicable published specifications for a period equal to the amount of airtime purchased by Customer with the Device, not to exceed **3 YEARS**, provided that such limited warranty shall terminate if the airtime payments become delinquent or the airtime period expires. If the airtime expires at any time, then the limited warranty expires and may not be renewed. PGI may, at its option, either (i) repair your Device with new or refurbished parts, or (b) replace it with a new or a refurbished Device. The decision to repair or replace will be made by PGI. This limited warranty **ONLY COVERS** failures due to defects in materials or workmanship and **DOES NOT COVER** normal wear and tear or cosmetic damage. This limited warranty **ALSO DOES NOT COVER** damages which occurred in shipment, or failures which are caused by products not supplied by PGI, or failures which result from accidents, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation, set-up adjustments, improper maintenance, power surge, lightning damage, modification, introduction of sand, humidity or liquids, commercial use of the product, or service by anyone other than a Factory Service Center or other Authorized Servicer, or damage that is attributable to acts of God. **THERE ARE NO EXPRESS WARRANTIES EXCEPT AS LISTED UNDER THIS "LIMITED WARRANTY COVERAGE"**, PGI IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF A DEVICE OR THE TRACKING SYSTEM, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARE LIMITED TO THE PERIOD OF THE LIMITED WARRANTY.