

Legal Notices – Return of Merchandise

Advanced Tracking Technologies, Inc.

RETURN OF MERCHANDISE AUTHORIZATION (RMA) TERMS AND CONDITIONS

The following Terms and Conditions shall govern and control the Return of Merchandise Authorization (RMA) between Customer and Advanced Tracking Technologies, Inc (ATTI):

MERCHANDISE

As used herein, the term “Merchandise” shall include Products (as defined in the Limited General Warranty set forth on the ATTI website) or any other merchandise or goods sold by ATTI.

RMA – PROCEDURE

Diagnostic Services

1. Customer initiates the RMA by Sending ATTI the fully completed Request for Return of Merchandise Authorization and
 - o Authorizing a credit card charge for the Diagnostic Fee, or
 - o Issuing a facsimile check for the Diagnostic Fee, or
 - o Ensuring payment of the Diagnostic Fee through another mutually agreeable mechanism;
2. Following receipt of payment assurance, ATTI will issue Customer an RMA Number. This number is active for a period of thirty (30) days from issuance and must be displayed on the outside of all packages returned to ATTI;
3. Customer must pack and send the Merchandise C.I.F. (Customer to bear all Costs, Insurance, and Freight) to ATTI at the address as stated on the RMA Request Form. Customer is responsible for any and all damage that occurs to the Merchandise in transit;
4. ATTI will evaluate the Merchandise to determine if any repairs are necessary to make the Merchandise operable;
5. Upon completion of the evaluation, ATTI will contact Customer either through e-mail or facsimile with the results of the evaluation and the estimate of any repair costs;
6. Customer may (a) authorize the repairs (and ensure payment for such repairs), or (b) elect to have the Merchandise returned without repairs. ATTI shall be under no obligation to perform repairs without prior authorization and assurance of payment;
7. If repairs are necessary and authorized, ATTI shall complete the repairs and return the Merchandise to Customer at Customer’s expense.

RMA – PROCEDURE

Return of Unopened Merchandise

1. Customer initiates the RMA by sending ATTI the fully completed Request for Return of Merchandise Authorization for Unopened Merchandise;
2. ATTI will issue an RMA if the Merchandise is unopened and the Customer request is made within ten (10) calendar days of receipt by Customer of the Merchandise;
3. Customer shall ship the Merchandise C.I.F. (Customer to bear all Costs, Insurance and Freight) to ATTI at the address stated in the RMA Request Form. Customer is responsible for any and all damage that occurs to the Merchandise in transit;
4. Customer shall remit a 25% Restocking Fee with the returned unopened Merchandise. If Customer has already paid the invoice for the Merchandise, ATTI shall be required to remit only 75% of the invoice amount for the unopened Merchandise returned;
5. **NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS REQUIRING ATTI TO ACCEPT RETURNED MECHANDISE THAT HAS BEEN OPENED OR DAMAGED.**

LEGAL NOTICES

1. **ATTI RESPONSIBILITIES.** ATTI shall perform all diagnostic examinations and repairs in a manner consistent with industry standards. ATTI does not guarantee or warrant the repairs except as set forth below.
2. **PAYMENT FOR THE SERVICE.** A minimum Diagnostic Fee as stated on the most current revision of the ATTI RMA Request Form shall be charged for all Merchandise returned to ATTI for evaluation and repair. If the Merchandise requires repair and is within the terms and conditions of a warranty applicable to that Merchandise, the Diagnostic Fee shall be waived. Upon repair authorization, Customer shall be charged and pay applicable costs of repair. If the Merchandise requires repair and is within the terms and conditions of a warranty applicable to that Merchandise, the costs of repair shall be waived and credited back to Customer. **BY PROVIDING ATTI WITH A CREDIT OR DEBIT CARD NUMBER, CUSTOMER IS EXPRESSLY AUTHORIZING ATTI TO CHARGE CUSTOMER FOR APPLICABLE SERVICES AND ALL OTHER AMOUNTS HEREUNDER.** If a check is returned to ATTI unpaid or dishonored, ATTI may charge Customer a fee of up to \$25 per instance. If Customer's credit or debit card provider refuses a charge, or a check bounces, ATTI has the right to terminate or suspend Customer service. ATTI shall not be bound by any restrictive language included on checks such as "payment in full." ATTI shall refund credit balances of less than one dollar only upon express written request.
3. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for the installation, maintenance, removal and shipping of the Merchandise in compliance with the RMA

procedures set out above and, if not covered by warranty, all diagnostic and repair services performed by ATTI at Customer's request.

4. **BILLING DISPUTES.** If Customer objects to any fees or charges for services billed by or through ATTI, Customer must detail the objection in writing within 60 days after the fee or charge is incurred. If Customer fails to object within the 60-day period, any objection shall be deemed to have been waived.
5. **TAXES, FEES AND SURCHARGES.** Customer promises to pay all taxes, fees, and surcharges applicable to the RMA Service.
6. **WARRANTY LIMITATION.** ATTI MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE DIAGNOSTIC SERVICE. ATTI MAKES NO WARRANTIES OF QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY REPAIRS TO PRODUCTS. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED HEREUNDER.
7. **LIMITATIONS OF LIABILITY.** UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, ATTI AND CUSTOMER AGREE THAT ATTI SHALL NOT BE LIABLE TO CUSTOMER FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO CUSTOMER USE OF THE SERVICE, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OPERATION, OR MAINTENANCE OF MERCHANDISE. ATTI MAXIMUM LIABILITY TO CUSTOMER UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, LOSS OF BUSINESS OR PROFITS) IS LIMITED TO THE CHARGES, IF ANY, TO CUSTOMER FOR THE DIAGNOSTIC AND REPAIR SERVICES. NEITHER PARTY MAY RECOVER (1) PUNITIVE DAMAGES, (2) INCIDENTAL, TREBLE, EXEMPLARY, CONSEQUENTIAL, INDIRECT, PUNITIVE, AGGRAVATED, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. CUSTOMER AND ATTI AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED UNDER THESE TERMS AND CONDITIONS. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS AND CONDITIONS, CUSTOMER AGREES TO EXCUSE ANY NON-PERFORMANCE BY ATTI CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF ATTI OR OUR SERVICE PROVIDERS. THE LIMITATIONS IN LIABILITY SET FORTH ABOVE SHALL SURVIVE THESE TERMS AND CONDITIONS, AND SHALL BE BINDING UPON CUSTOMER'S HEIRS, CUSTOMERS, SUCCESSORS AND ASSIGNS. **NOTE: Some states do not allow an exclusion or limitation of incidental or consequential damages or certain**

other damages, so some of the limitations above may not apply in some situations.

8. **APPLICABLE LAW AND VENUE.** To the fullest extent permitted by law, and except as explicitly provided otherwise, these Terms and Conditions and any disputes arising out of or relating hereto, will be governed by the laws of the state of Texas without regard to its conflict of law principles. Venue for any dispute arising out of an RMA or these Terms and Conditions shall be in the Texas State Courts of Fort Bend County, Texas, and Customer expressly consents to jurisdiction there; ATTI shall have the sole option of bringing suit or transferring suit to the United States District Court for the Southern District of Texas, Houston Division, and Customer consents to jurisdiction there.
9. **NOTICES.** Any written notice from Customer required these Terms and Conditions or an RMA will be considered given when received at the ATTI address set out on the RMA. Any written notice from ATTI required by an RMA or these Terms and Conditions will be considered given 5 days after mailing to Customer at the billing address ATTI has on file for Customer. Any oral notices must be followed by written confirmation to be effective. Customer agrees that e-mail notifications shall be effective upon receipt by Customer and shall be admissible in any proceeding hereunder.
10. **NO FIDUCIARY RELATIONSHIP.** This agreement does not create any fiduciary relationship between Customer and ATTI, or between Customer and any third-party wireless service provider, ATTI, ATTI affiliates, suppliers, distributors and authorized dealers. This agreement does not create any relationship of principal and agent, partnership, or employer and employee.
11. **ENTIRE AGREEMENT.** These RMA Terms and Conditions, the relevant RMA, and, if applicable, any unexpired warranty on the Merchandise (collectively, this "Agreement") constitute the entire agreement between Customer and ATTI with respect to the subject matter hereof. They supersede any and all other agreements or representations, oral or written, past or present. If any part of this Agreement is considered invalid by a court or arbitrator, that part not found invalid shall survive and remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement). This Agreement shall be binding on Customer's heirs and successors and on ATTI successors or assigns. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require a waiver of any other instance or breach.