

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):

**RMA – PROCEDURE
Diagnostic Services**

- 1) Customer initiates the RMA by sending ATTI the fully completed Request for Return of Merchandise Authorization and
 - a) Authorizing the credit card charge for the Diagnostic Fee, or
 - b) Issuing a facsimile check for the Diagnostic Fee, or
 - c) Ensuring payment of the Diagnostic Fee through a mutually agreeable mechanism;
- 2) Following receipt of payment assurance, ATTI will issue Customer a 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 freight pre-paid to ATTI at the address as stated on the most current revision of the ATTI RMA Request Form;
- 4) Customer is responsible for any and all damage that occurs to the merchandise that occurs in transit. Shipment shall be C.I.F. (Customer bearing all Costs, Insurance and Freight);
- 5) ATTI will evaluate the merchandise to determine if any repairs are necessary to make the merchandise operable;
- 6) Upon completion of the evaluation, ATTI will contact Customer either through e-mail or facsimile with the results of the evaluation and estimate of any costs of repair;
- 7) Customer may authorize the repairs as well as ensuring payment for such repairs or Customer may elect to have the unit returned without any repairs. ATTI shall be under no obligation to perform any repairs without prior authorization and assurance of payment;
- 8) 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 Return of Unopened Product;
- 2) ATTI will issue an RMA if the product is unopened and the Customer request is within ten (10) calendar days of receipt by Customer of the Goods;
- 3) Customer shall ship the goods C.I.F. (Customer to bear all Costs, Insurance and Freight) to ATTI;
- 4) Customer shall remit a 25% Restocking Fee with the returned Unopened Goods. If Customer has already paid the invoice for the Goods, ATTI shall be required to remit only 75% of the invoice amount for the Unopened Goods Returned;
- 5) **NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS REQUIRING ATTI TO ACCEPT THE RETURN OF GOODS THAT HAVE BEEN OPENED OR HAVE BEEN DAMAGED.**

LEGAL NOTICES

1. **ATTI RESPONSIBILITIES.** ATTI shall perform all diagnostic examinations and repairs in an industry standard manner. 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 the Limited Warranty for that equipment, the Diagnostic Fee shall be waived. If the merchandise requires repair and is not within the terms and conditions of the Limited Warranty for that equipment, then thirty dollars (\$30.00) of the Diagnostic Fee shall be applied toward the costs of repair. Upon Repair Authorization, Customer shall be charged and pay the costs of repair. If the merchandise requires repair and is within the terms and conditions of the Limited Warranty for that equipment, the costs of repairing the merchandise shall be waived. **IF CUSTOMER PROVIDES ATTI WITH A CREDIT OR DEBIT CARD NUMBER, CUSTOMER EXPRESSLY AUTHORIZES ATTI TO CHARGE CUSTOMER FOR ALL SERVICES AND ALL OTHER AMOUNTS UNDER THIS AGREEMENT.** 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 is dishonored, 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 ATTI equipment in compliance with the RMA Procedures set out above as well as payment for 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 THE MERCHANDISE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.
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, OR MAINTENANCE OF ATTI EQUIPMENT. ATTI'S MAXIMUM LIABILITY TO CUSTOMER UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO CUSTOMER FOR THE DIAGNOSTIC AND REPAIR SERVICES. NEITHER PARTY MAY RECOVER (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. CUSTOMER AGREES NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, 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. THE LIMITATIONS IN LIABILITY SET SHALL SURVIVE THIS AGREEMENT 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, this agreement, the services and any disputes arising out of or relating to them, will be governed by the laws of the state of Texas without regard to its conflict of law principles, and by any applicable tariffs, wherever filed. Venue for any dispute arising out of the RMA shall be in Fort Bend County, Texas.
9. **NOTICES.** Any written notice from Customer required by this agreement will be considered given when received at the ATTI address set out above. Any written notice from ATTI required by this agreement 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 and shall be admissible in any proceeding hereunder.
10. **NO FIDUCIARY RELATIONSHIP.** This agreement does not create any fiduciary relationship between Customer and ATTI, its 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 Terms and Conditions and any other documents incorporated in them are the entire agreement between Customer and ATTI. 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.