



OmniAdvantage LIMITED WARRANTY

- 1. Warranty and Term.** By and through this OmniAdvantage Limited Warranty (“Warranty”), OmniSite warrants to User that Products will operate according to product specifications, except as otherwise excluded herein and subject to the terms and conditions set forth herein, for the period that Product is subscribed to the OmniAdvantage Plan (“Warranty Period”).
- 2. Products Covered.** “Product” or “Products” shall mean OmniBeacon, XR-50 and/or Crystal Ball subscribed to the OmniAdvantage Plan.
- 3. Not Covered.** This Warranty does not cover: a) field services to remove, troubleshoot or reinstall Product(s); b) removal and reinstallation of the Product(s); and c) replacement of batteries. Additionally, the Product(s) should be inspected immediately upon initial receipt and delivery damage claims should be filed with the delivery carrier. OmniSite recommends saving the original box and packing material as User is responsible for any damage to the Product(s) if returned to OmniSite improperly packaged.
- 4. Notice of Claim.** To present a claim, call OmniSite for a Returned Material Authorization (“RMA”) number. Once the RMA number is received, the entire Product assembly (unless specifically listed otherwise on the RMA form) must be sent back to OmniSite for inspection. The RMA form must be included with the Product(s) shipped back to OmniSite. OmniSite is responsible for all shipping charges to send Product(s) to OmniSite and then back User. OmniSite will provide User a prepaid shipping label. By complying with this paragraph, User authorizes OmniSite or its designee to inspect the Product(s) and investigate the cause of the claim.
- 5. Inspection and Remedy.** The Product(s) will be inspected within 1-3 days from receipt by OmniSite. If upon inspection OmniSite determines that the claim is covered and not excluded under this Warranty, the User’s sole and exclusive remedy and OmniSite’s total liability shall be limited to the repair and/or replacement of affected Product(s) or component(s). For valid claims under this Warranty, OmniSite will, in its sole discretion and option, either replace and/or repair Product(s) and component(s). Should the inspection reveal that the claim is not covered or otherwise excluded under this Warranty, OmniSite will advise the User of the type and/or extent of repairs required to be made at the User’s expense that will permit this Warranty to remain in effect for the unexpired portion of its term. OmniSite will not begin work until a written purchase order is received.
- 6. Exclusions.** In addition to other exclusions provided for in this Warranty, OmniSite shall have no obligation under this Warranty, or any other liability, now or in the future, if any damage, defect, or claim is caused by natural forces, disasters, or acts of God including, but not limited to, lightning, fires, hurricanes, floods, tornadoes, hail, wind-blown debris, earthquakes, volcanic activity.
- 7. No Extension.** Payment of any wireless service charge for Product(s) covers only cellular transmission fees and in no way extends any portion of this Warranty.
- 8. Payment Required.** OmniSite shall have no obligation under this Warranty unless and until OmniSite has been paid in full for all Products, services, plans and other costs which are due and owing to OmniSite. Non-payment of OmniAdvantage Plan subscription fees will render this Warranty null and void.



OmniAdvantage LIMITED WARRANTY (CONT.)

9. **Disclaimer.** THE USER SHOULD TAKE CARE TO DETERMINE PRIOR TO USE WHETHER PRODUCTS ARE SUITABLE, ADEQUATE AND/OR SAFE FOR THE USE INTENDED. INDIVIDUAL APPLICATIONS ARE SUBJECT TO VARIATION AND AS SUCH OMNISITE MAKES NO REPRESENTATION OR WARRANTY AS TO SUITABILITY OR FITNESS OF PRODUCTS FOR ANY SPECIFIC APPLICATION. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OMNISITE HEREBY DISCLAIMS ALL SUCH WARRANTIES.
10. **Limitation of Damages.** THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST OMNISITE, AND OMNISITE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, REAL OR PERSONAL.
11. **Transfer and Amendment.** This limited warranty cannot be transferred, amended, altered or modified in any way except in writing signed by an authorized officer of OmniSite. No other person has any authority to bind OmniSite with any representation or warranty whether oral or written.
12. **Waiver.** OmniSite's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
13. **Disputes.** Any dispute, controversy or claim regarding, arising out of or related to this Warranty shall be settled by mediation. In the event the parties do not resolve the dispute, controversy or claim in mediation, the parties agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Marion County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
14. **Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
15. **Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force