

J-BALL ELECTRONICS INC. LIMITED WARRANTY

1. PRODUCT LIMITED WARRANTY

Subject to the terms contained herein, J-Ball Electronics Inc. ("**J-Ball Electronics**") warrants that its products ("**Products**") and services ("**Services**") purchased by a customer ("**Customer**") directly from J-Ball Electronics or from an authorized dealer of J-Ball Electronics will be free, in all material respects, from defects in materials and workmanship for a period of one (1) year from the date of purchase or such other period expressly agreed to by J-Ball Electronics in writing ("**Warranty Period**").

2. REPAIR AND REPLACEMENT WARRANTY

J-Ball Electronics will, at its sole option, provide one of the following remedies to whatever extent it shall deem necessary to satisfy a valid claim under this Limited Warranty:

- (a) repair or facilitate the repair of any defective Product or Service to its proper operating condition using new or refurbished replacement parts within a reasonable period of time;
- (b) replace the Product with a similar product (whether new or refurbished) that is at least functionally equivalent to the Product, as determined by J-Ball Electronics; or
- (c) issue a refund for the original purchase price of the Product or Service paid by Customer.

Repaired or replaced Products and Services and any parts supplied under this Limited Warranty shall be covered under this Limited Warranty for the longer of: (i) the remainder of the Warranty Period; and (ii) ninety (90) days from receipt by the Customer of the repaired or replaced Product and/or Service.

When a Product or part thereof is replaced hereunder, the replacement Product or part shall be the exclusive property of the Customer and the item being replaced shall be the exclusive property of J-Ball Electronics. When a refund is given, the Product for which the refund is provided must be returned to J-Ball Electronics and it shall be the exclusive property of J-Ball Electronics.

The foregoing remedies shall constitute J-Ball Electronics' sole liability and the Customer's exclusive remedy for defective or nonconforming Products and Services whether claims of Customer are based in contract (including fundamental breach), in tort (including negligence and strict liability) or otherwise.

3. MAKING A WARRANTY CLAIM

In order to obtain warranty service, Customer must submit a claim to J-Ball Electronics together with an original invoice or sales receipt for the applicable Product and/or Service to be covered under this Limited Warranty. Customer shall be solely responsible for any and all costs and expenses to deliver/ship a Product requiring warranty service hereunder to such location as directed by J-Ball Electronics and for all costs and expenses to return such Product to the Customer. J-Ball Electronics is

not responsible for any refused shipments or any damage caused due to shipping. Compliance with these requirements is a condition to coverage under this Limited Warranty.

4. EXCLUSIONS

This Limited Warranty does not cover, and J-Ball Electronics is not responsible for:

- (a) any damage, deterioration or malfunction of any Product resulting directly or indirectly from: (i) shippers or delivery services, or due to Customer improperly opening the Product packaging; (ii) operation or storage of the Product other than in accordance with the specifications set out in any Product manual or instructions provided to the Customer, or published, by J-Ball Electronics ("**Documentation**"), including operating the Product outside the permitted or intended uses and using of incorrect voltage lines, fuses, circuit breakers, or incompatible load types; and (iii) failure to install, maintain or repair the Product in accordance with the Documentation and the applicable provisions of law for the jurisdiction where the Product is being installed;
- (b) a Products or Service, or any part thereof, that has been modified or repaired other than by J-Ball Electronics without the prior written consent of J-Ball Electronics;
- (c) cosmetic damage, including, but not limited to, scratches, dents and normal wear and tear;
- (d) any Product in which the serial number has been removed or defaced;
- (e) any on-site labor costs incurred by Customer for the diagnosis, removal, repair, re-installation, and/or reprogramming of the Product or Service;
- (f) any third-party hardware or software forming part of any Product (the manufacturers, suppliers, and publishers of such third-party hardware and software may provide warranties directly to Customer). Insofar as permitted by law, J-Ball Electronics provides all third-party hardware or software forming part of any Product on an "AS IS" basis; and
- (g) the cost of repairing or replacing, or compensation for, any property that is damaged as a direct or indirect result of a damaged or malfunctioning Product or Service.

5. ADDITIONAL WARRANTY LIMITATIONS

Customer acknowledges that J-Ball Electronics does not control Customer's equipment or the transfer of data over communications facilities, including the internet. J-Ball Electronic is not responsible for any limitation, interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage inherent in the use of communications equipment. J-Ball Electronics does not warrant the Product or Service to be immune from viruses, intrusion or attack. J-Ball Electronics does not represent or warrant that product and/or service information will be available, accurate, or reliable. Customer uses all applicable product and service information and the Product and/or Service at Customer's discretion and risk. Other than the remedies set out in Section 2 hereof,

Customer will be solely responsible for any and all loss, liability, or damages, resulting from Customer's use of the Products and/or Services, and product and/or service information.

6. NOT-INTENDED-USE DISCLAIMER

Products and Services shall be used by the Customer in compliance with all applicable laws. Without limiting the generality of the foregoing, Products and Services are not intended for use in connection with any vehicle to be operated on any highway, or for any other uses in which failure of the Product or Service could lead directly to death, personal injury, or severe physical or environmental damage.

7. BACKUP

J-Ball Electronics does not warrant, represent or undertake that it will be able to repair or replace any Product under this Limited Warranty without risk to and/or loss of information or data stored on the Product. Before Customer delivers the Product for warranty service, it is Customer's responsibility to keep a separate backup copy of the contents of the Product and disable all security passwords, if any. Recovery and re-installation of software programs and user data are not covered under this Limited Warranty.

8. WARRANTY DISCLAIMER

To the maximum extent permitted by law, the warranties set forth herein are exclusive and in lieu of, and J-Ball Electronics hereby disclaims, all other warranties, performance guarantees, conditions and remedies, whether written or oral, statutory, express or implied, including all warranties and conditions of merchantability and fitness for a particular purpose and all warranties and conditions arising from course of dealing or usage or trade practice.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Limited Warranty, the liability of J-Ball Electronics under this Limited Warranty, and any claim for damages arising out of or in connection with the manufacture, sale, installation, delivery or use of any Product or Service, whether under contract law, tort law, warranty, or otherwise shall be limited to direct damages not to exceed the actual purchase price paid by the customer for the Product or Service.

Without limiting the generality of the foregoing, in no event will J-Ball Electronics be liable to any Customer or third party for any (a) special, indirect, incidental, punitive or consequential damages arising directly or indirectly out of or in connection with a breach of this Limited Warranty, including, without limitation, damages arising from loss of data, content or programming, costs of replacement or substitute products, loss of revenue or profits, or business interruption, failure to realize savings or other benefits, damage to goodwill or reputation, damage to equipment, and claims against Customer by any third party, even if J-Ball Electronics has been advised of the possibility of such damages; (b) damages (regardless of their nature) for any delay or failure by J-Ball Electronics to perform its obligations under this Limited Warranty due to any cause beyond J-Ball Electronics' reasonable control; or (c) claims made the subject of a legal proceeding against J-Ball Electronics more than one year after the cause of action for such claim first arose.

These limitations of J-Ball Electronics' liability are a fundamental part of this Limited Warranty.

10. GENERAL PROVISIONS

This Limited Warranty is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any and all disputes arising out of or in connection with this Limited Warranty shall be subject to the exclusive jurisdiction of the Courts of British Columbia. If any provision of this Limited Warranty is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired hereby and the invalid, illegal or unenforceable provision shall be enforced to the maximum extent permitted by law to effectuate the purposes of this Limited Warranty. Any of the provisions of this Limited Warranty may be waived by the party entitled to the benefit thereof.

11. MODIFICATIONS TO THIS LIMITED WARRANTY

No reseller, vendor, distributor, dealer, retailer, sales person or other person is authorized by J-Ball Electronics to modify this Limited Warranty or to make any warranty, representation or promise which is in addition to, different from, or inconsistent with the warranties, representations or promises expressly set forth in this Limited Warranty.