



FreeLinc Limited Warranty

I. What this warranty covers and for how long:

- a. Radium, Inc., doing business as FreeLinc ("FreeLinc"), warrants to Purchaser that its FreeLinc manufactured products ("Product") will substantially conform to FreeLinc's published specifications, as of the date of the Purchaser's purchase of the Product, and for one (1) year from the date of purchase (the "Warranty Period").
- b. Rechargeable batteries will be replaced during the warranty period if the battery develops leakage.
- c. FreeLinc, at its option, will at no charge either repair, replace, or refund the purchase price for warranted Product during the warranty period provided it is returned in accordance with the terms of this warranty to the place of purchase. Repair, at FreeLinc's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts or boards are warranted only for the balance of the original Warranty Period. All replaced parts or Product shall become the property of FreeLinc.
- d. This express limited warranty is extended by FreeLinc to the original end purchaser only and is not assignable or transferable to any other party. This is the complete warranty for Product manufactured by FreeLinc. FreeLinc assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of FreeLinc. Unless made in a separate written agreement between FreeLinc and the original end user purchaser, FreeLinc does not warrant the installation, maintenance or service of warranted Product.
- e. FreeLinc is not responsible in any way for any ancillary equipment not furnished by FreeLinc which is attached to or used in connection with Product, or for operation of the Product with any ancillary equipment and all such equipment is expressly excluded from this warranty. Because each system which may use the product is unique, FreeLinc disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

II. What this warranty does not cover:

- a. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- b. Defects or damage from misuse, accident, water or neglect.
- c. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- d. A Product subjected to unauthorized Product modifications, disassemblies, or repairs.
- e. Product which has had the serial number removed or made illegible.

- f. Rechargeable batteries if the damage or defect is caused by charging or using the battery in equipment or service other than the Product for which it is specified.
- g. Freight costs related to Product returned for warranty claims.
- h. A product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with FreeLinc's published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was purchased.

III. How to get warranty service:

- a. Purchaser shall notify FreeLinc of any nonconformance during the warranty period, and obtain a written return material authorization ("RMA") and an RMA number for the nonconforming Product from FreeLinc.
- b. Purchaser shall return the nonconforming product to the place of purchase freight prepaid.

IV. Limitation of Liability:

- a. This warranty sets forth the full extent of FreeLinc's responsibilities regarding the Product. Repair, replacement, or refund of the purchase price, at FreeLinc's option, is the exclusive remedy.
- b. THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY FREELINC IN CONNECTION WITH THE PRODUCT, AND FREELINC DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS.
- c. FREELINC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PRODUCT, EVEN IF FREELINC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d. EXCEPT FOR CLAIMS FOR BODILY INJURY (including death) AND CLAIMS FOR DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY, FREELINC'S LIABILITY FOR ALL OTHER CLAIMS SHALL NOT EXCEED THE AMOUNT PAID TO FREELINC FOR THE PRODUCT GIVING RISE TO FREELINC'S LIABILITY. THIS LIMIT OF LIABILITY ALSO APPLIES TO OUR MANUFACTURERS AND DISTRIBUTORS. IT IS THE MAXIMUM AMOUNT FOR WHICH WE ARE COLLECTIVELY RESPONSIBLE.