

WARRANTY DISCLAIMER

THIS END USER LICENSE AGREEMENT (the "Agreement") is an agreement between you, as the purchaser (the "Purchaser") of the cliMATE Module (the "Product"), and as the manufacturer of the cliMATE Comfort Electronics, Ltd. ("Comfort Electronics").

1. Acknowledgement And Acceptance Of Agreement. If you do not agree to the terms and conditions of this Agreement, do not use the Product. Instead, promptly contact the distributor from which you purchased the Product in writing, requesting a refund of the purchase price. Any use of the Product by you will constitute your agreement to the terms and conditions contained herein.

2. Grant Of License. The parties hereto acknowledge that Comfort Electronics is granting a non-transferable restricted license to Purchaser to use the Product for the sole purpose of installation in Purchaser's vehicle. Comfort Electronics shall retain all title, ownership rights and intellectual property rights in and to the Product. Purchaser agrees that Purchaser shall not, directly or indirectly, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product. Purchaser further agrees not to permit any third parties to modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product.

3. Disclaimer. The Product is being sold with no warranties of any kind, express or implied. The Product is not endorsed by the manufacturer of your vehicle and there is no affiliation between Comfort Electronics and the manufacturer of your vehicle. Installation of the Product in your vehicle or use of the Product with your vehicle may limit or void your rights under any warranty provided by the manufacturer of your vehicle, and Comfort Electronics assumes no responsibility in such event. Any warranty not provided herein, and any remedy which, but for this provision, might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose herein are expressly disclaimed.

4. No Liability For Damages, Injuries Or Incidental, Special Or Consequential Damages. Under no circumstances shall Comfort Electronics, or any other party related to Comfort Electronics, be liable to Purchaser or any other person for any damage to Purchaser's vehicle, loss of use of Purchaser's vehicle, or for personal injuries suffered by any person, or for any incidental, special or consequential damages, whether arising out of negligence, breach of warranty, breach of contract, or otherwise. Comfort Electronics's liability for any damages, loss and/or claims associated with the Product shall be limited to the price of the Product paid by purchaser. Purchaser hereby releases Comfort Electronics from all liability, claims and damages associated with the Products, with the sole exception of Comfort Electronics's liability for the refund of the purchase price of the Product to Purchaser in the event that a court of competent jurisdiction determines the Purchaser suffered damages directly resulting from the malfunction of the Product.

5. Warranty Notwithstanding the provisions of the End User License Agreement, Comfort Electronics warrants the Product to be free from all defects in material and workmanship for 2 years from the date of original purchase (or lifetime if purchased extended warranty). This limited warranty applies only to the original Purchaser of the Product and does not cover damage caused by modification, alteration, repair or service of the Product by anyone other than Comfort Electronics; physical abuse, misuse, use in a manner contrary to the instructions, which accompany the Product; or any damage caused by acts of God. Contacting your Distributor or Dealer may make claims for repair service or replacement of the Product pursuant to this limited warranty. The Product will either be repaired or replaced, at the option of Comfort Electronics, at no cost to Purchaser, if the defective Product is covered by this limited warranty. Comfort Electronics's liability pursuant to this limited warranty and for any damages, loss and/or claims associated with the Product shall be limited to the price of the Product paid by Purchaser, or, at Comfort Electronics's option, repair or replacement of the Product. Warranty freight charges are the responsibility of the dealer distributor and/or customer. This warranty is to the original purchaser and is non transferable. This warranty is void unless proof of purchase is submitted. Product must be purchased at an Comfort Electronics Authorized Dealer in order to qualify for warranty. Removal of serial numbers and/or alteration of product or packaging will also void all warranties. Comfort Electronics shall not be held responsible for direct or indirect failures due to our product.

Comfort Electronics will not warranty, credit, or exchange any product returned without a valid RMA (Return Merchandize Authorization) number. All RMA numbers are issued by Comfort Electronics RMA department and are obtainable via HelpDesk at www.mbclimate.com. Defective units shall be repaired and returned in like kind. All units that must be re-furbished to like new condition are subject to labor and parts charges to be determined by Comfort Electronics. Customers are subject to a 20% restocking fee for all product returned for credit. All units on RMA MUST have conditions for which they were returned clearly labeled on the box, or given to a Comfort Electronics RMA department at the time the RMA is issued.

6. State Law. Some states do not allow limitations of implied warranties, or the exclusion or limitation of incidental, special or consequential damages, so the above limitations may not apply to you. In such states, liability shall be limited to the greatest extent permitted by applicable law.

7. Governing Law & Venue. This warranty shall be governed by and construed in accordance with the laws of Czech Republic, and venue for any legal proceeding or action at law arising out of or construing this Agreement shall lie in the courts of South Moravian Region of Czech Republic, and the parties specifically waive any other venue.

Laws in some local communities may restrict the use of remote starters. For example, some laws require a person using a remote start to have the vehicle in view. Check local regulations for any requirements.