

By using this product you agree to the following provisions which contain limitations on warranties and liabilities and your remedies.

1. DEFINITIONS.

1.1 **Definitions.** In this End-User Warranty:

- (a) **“Date of Purchase”** means the date indicated on the original bill of sale or receipted invoice for the Product from the Distributor or, if neither of these is available, the date indicated on the Product activation certificate;
- (b) **“Distributor”** means a Sierra Wireless authorised distributor;
- (c) **“Product”** means any of the following Sierra Wireless products: GX Series, LS300, ES440, Raven Series, PinPoint Series, MP Series, Helix RT, FX Series, and GL Series. For greater certainty, “Product” does not include the suite of device management tools that are supplied with the foregoing products, and which are covered under a separate software licence;
- (d) **“Sierra Wireless”** means Sierra Wireless, Inc. and any legal entity or entities directly or indirectly controlling, controlled by, or under common control with Sierra Wireless, Inc. “Control” means the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares, partnership interests, membership shares or similar ownership interest of such controlled entity;
- (e) **“YOU”** and **“YOUR”** means the individual or entity who originally purchased the Product; and
- (f) **“Warranty Period”** means the period starting on the Date of Purchase and ending, if you have not purchased an extended warranty, as follows:

Standard Term			
GX400 GX440	LS300 Raven X PinPoint X MP Series Helix RT	ES440 EMEA	ES440 North America Raven XE/XT PinPoint XT FX Series GL Series
5 Years	3 Years	2 Years	1 Year

or, for the products listed below, if you have purchased an extended warranty, as follows:

Extended Term	
ES440 EMEA	ES440 North America Raven XE/XT PinPoint XT
4 Years	3 Years

1.2 **Headings.** Headings have been inserted in these provisions for convenience of reference only and will not affect their construction.

2. WARRANTY.

- 2.1 **Warranty.** If YOU are the original end-user purchaser of the Product, Sierra Wireless provides YOU with a personal, non-transferable, warranty that, during the Warranty Period:
 - (a) the Product shall be of good quality and free from defects in design, materials, workmanship and manufacture under normal use and service;
 - (b) all materials, parts, components and other items incorporated in the Product shall be new and
 - (c) the Product shall comply with, and perform in accordance with, the Product specifications current at the Date of Purchase.
- 2.2 **Warranty Returns.** During the Warranty Period, if YOU wish to return a defective Product, YOU must first contact Sierra Wireless via e-mail at support@sierrawireless.com to obtain a Return Material Authorisation (“RMA”) and a RMA submission form.

You may then return the defective Product, transportation charges prepaid, accompanied by written proof of purchase (a bill of sale or receipted invoice or activation certificate), and YOUR completed RMA submission form (including the RMA number) to Sierra Wireless at the address set out in the RMA submission form.

- 2.3 If Sierra Wireless determines that the Product YOU returned meets the warranty set out in Section 2.1 above (Warranty), Sierra Wireless shall, at its expense:
 - (a) either:
 - (i) repair the Product; or
 - (ii) replace the Product with a new or a rebuilt unit (which may use refurbished parts of similar quality and functionality);
 - (b) ship the repaired or replaced unit back to YOU; and
 - (c) warrant the repaired or replaced Product for a period of ninety (90) days or the remainder of the original Warranty Period, whichever is longer.
- 2.4 **Not Covered.** This warranty does not cover:
 - (a) a Product for which YOU are not the original purchaser;
 - (b) a Product that is returned after the Warranty Period has expired;
 - (c) a Product that has been installed other than per the Sierra Wireless Installation Guidelines;
 - (d) a Product that has been maintained, altered or modified, opened (other than per the Sierra Wireless User Guide) or repaired, other than by Sierra Wireless or by a Sierra Wireless authorized service center;
 - (e) a Product that has been used outside of its published maximum ratings or with hardware

that is electrically or mechanically incompatible;

- (f) a Product on which the serial number has been altered, removed or rendered illegible;
 - (g) a Product that has been physically damaged, other than by Sierra Wireless or a Sierra Wireless authorised service centre;
 - (h) a Product that experiences signal reception problems, unless caused by a defect in material(s) or workmanship in the Product;
 - (i) the cost of installation, removal or reinstallation of the Product, or the cost of shipping the defective Product to Sierra Wireless;
 - (j) accidents, failure to follow instructions, use outside the scope of any other provided documentation (e.g., user guide, installation guide, quick start guide), misuse, abuse, neglect, fire, flood or acts of God;
 - (k) technical assistance to install and operate the Product; or
 - (l) any warranties provided to YOU by the Distributor.
- 2.5 **Out of Warranty.** YOU shall pay Sierra Wireless for all reasonable parts, labour and shipping charges incurred by Sierra Wireless to repair or replace a defective Product that, per Section 2.4 above (Not Covered) is not covered by this End-User Warranty.

3. EXCLUSIONS & LIMITATIONS.

- 3.1 **No OTHER REMEDIES OR WARRANTIES.** YOUR SOLE REMEDY UNDER THIS END-USER WARRANTY IS REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SIERRA WIRELESS EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF NON-

INFRINGEMENT, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 3.2 **CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL SIERRA WIRELESS, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS, BE LIABLE FOR INJURY TO PERSONS OR PROPERTY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, CLAIMS AGAINST THEM BY THIRD PARTIES, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING THEORIES OF NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY, OR DEFECTIVE PRODUCT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORSEEABLE, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE PRODUCT.
- 3.3 **MAXIMUM LIABILITY.** THE TOTAL LIABILITY OF SIERRA WIRELESS FOR FAILURE TO FULFILL ITS WARRANTY OBLIGATIONS, AND OF SIERRA WIRELESS, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS, FOR ANY OTHER LIABILITY UNDER, OR IN CONNECTION WITH THIS PRODUCT, REGARDLESS OF THE NUMBER OF EVENTS, OCCURRENCES OR CLAIMS GIVING RISE TO LIABILITY, SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT.
- 3.4 Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages. Therefore, the exclusions set out in this End-User Warranty may not apply to YOU.
4. **GENERAL.**
- 4.1 **Governing Law & Disputes.** All claims or disputes arising under or in connection with this End-User Warranty shall be submitted to arbitration before a single arbitrator under the rules of The American Arbitration Association. The laws of the State of California and the laws of the United States applicable therein shall govern all such claims or disputes (without giving effect to principles of conflicts of

laws). The location of the arbitration shall be San Diego, California.

- 4.2 **Severability.** Any provision of this End-User Warranty which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this End-User Warranty in that jurisdiction, without in any way invalidating the remaining provisions of this End-User Warranty and any such unenforceability in that jurisdiction shall not make that provision unenforceable in any other jurisdiction.
- 4.3 **Modifications.** This End-User Warranty shall not be modified except by a document signed and made part of this Agreement by an authorized signing officer of Sierra Wireless.
- 4.4 **Waiver.** A waiver of any right, obligation or default will shall only be effective if it is in writing and signed by the party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default will not be construed as a waiver of any subsequent or other right, obligation or default. The remedies of each party shall be cumulative and not exclusive.
- 4.5 **Notices.** All notices shall be in writing, shall be signed by the party giving notice, and shall be effective on receipt. If a notice duly signed by the party giving notice is transmitted to the other party by facsimile or as a pdf attachment to an e-mail, the facsimile transmission or pdf attachment will be deemed an executed original of the notice and of such signature.
- 4.6 **Assignment.** YOU may not assign this Agreement, in whole or in part, without the prior written consent of Sierra Wireless.
- 4.7 **Entire Agreement.** This End-User Warranty constitutes the entire agreement between the YOU and Sierra Wireless on the subject matter and supersedes any prior agreement or understanding, written or oral.