

Whistle Labs, Inc. | Product Warranty

Whistle Labs, Inc. (“Whistle”) Standard One (1) Year Limited Product Warranty (the “Limited Product Warranty”)

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE INCONSISTENT WITH YOUR JURISDICTION’S APPLICABLE LAW. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER STATE, FEDERAL OR OTHER APPLICABLE JURISDICTIONAL LAW.

Whistle’s warranty obligations for this hardware product are limited to the terms set forth below: Whistle warrants to the original purchaser that your hardware product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase (“Warranty Period”). Whether a defect occurs will be determined solely with reference to the product documentation. If a hardware defect arises and a valid claim is received by Whistle within the Warranty Period, Whistle will, in its sole and exclusive discretion and to the extent permitted by law, either (1) repair (or request that you repair pursuant to the next succeeding sentence) the product at no charge, using new parts or reconditioned parts equivalent to new in performance and reliability, (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product (but not the purchase price of the Whistle service(s) included with the product), provided that you return the product to Whistle as provided below. Whistle may request that you replace defective parts with new or refurbished user-installable parts that Whistle provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Whistle, assumes the remaining warranty of the original product or ninety (90) days from (1) the date of replacement or repair, or (2) in the case of user-installable parts, the date that is ten (10) days after the date that Whistle ships the parts to you), whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Whistle’ property. Parts provided by Whistle in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, Whistle may require that the product for which the refund is provided is returned to Whistle, at which time it shall become Whistle’ property. Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Product Warranty.

Exclusion And Limitations

This Limited Product Warranty applies only to the hardware product manufactured by or for Whistle that can be identified by the “Whistle” trademark, trade name, or logo annexed to it, provided however, the Limited Product Warranty does not include accessories even if identified by the “Whistle” trademark, trade name or logo. Further the Limited Product Warranty does not apply to any software, including software embedded in the Whistle product, or non-Whistle hardware, even if packaged or sold with the Whistle hardware. Manufacturers, suppliers, or third parties other than Whistle may provide their own warranties, but Whistle, to the extent permitted by law and except as otherwise specifically set forth herein, provides its products “AS IS”.

Software distributed by Whistle with or without the Whistle brand name (including, but not limited to system software) is not covered under this Limited Product Warranty. Refer to the End User License Agreement (EULA) at www.whistle.com/terms-of-use for details of your rights and obligations with respect to the use of such software. Whistle does not warrant that the operation of the product will be uninterrupted or error-free. Whistle is not responsible for damage arising from any failure to follow instructions relating to the product’s use. Transfer or resale of the hardware product will automatically terminate warranty coverage with respect to such product. This Limited Product Warranty is not transferable to any third party, including but not limited to any subsequent purchaser, owner or user of the product. This Limited Product Warranty does not apply: (a) if damage or defects are caused by customer or other third party abuse, accident, neglect, improper handling, utilization or installation, or by failing to operate the product in compliance with the user manual, quick start guide or other user guides or product documentation; (b) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials and workmanship by Whistle; (c) if damage or defects are caused by the battery being tampered with to cause a short-circuit, or if the seals of the battery enclosure or the cells are broken or show evidence of tampering; (d) if damage or defects are caused by a defective function of the wireless network or if the product software needs to be upgraded due to changes in wireless network parameters; (e) to cosmetic damage, including but not limited to scratches, dents, broken plastic on parts or any physical damage to the surface of the product; (f) if damage or defects are caused by rough handling, physical moisture damage or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accidents, forces of nature, or other actions beyond the reasonable control of Whistle; (g) in the case of the charging base station and other components other than the tracking device, if damage or defects are caused by exposure to moisture or dampness; and, in the case of the tracking device, if damage or defects are caused by submersion in water beyond one meter for longer than thirty minutes; (h) if damage or defects are caused by the product being used with or connected to an accessory not approved or certified by Whistle; (i) if damage or defects are caused by accident, abuse, misuse, flood, fire, earthquake or other external causes beyond the reasonable control of Whistle; (j) if damage or defects are caused by operating the product outside of the permitted or intended uses described by Whistle; (k) if damage or defects are caused by service (including upgrades and expansions) performed by anyone who is not a representative of Whistle or a Whistle authorized retailer or service provider; (l) if a product or part has been modified to alter functionality or capability without the written permission of Whistle; (m) if any serial number has been removed or defaced, (n) to a recalled

product, part or component, if a replacement product, part or component was made available by Whistle, or (o) to commercial use of the product.

Important: Do not open the hardware product itself. Opening the hardware product may cause damage that is not covered by this Limited Product Warranty. Only Whistle or a Whistle authorized service provider should perform service on this hardware product.

Disclaimer of All Other Warranties

TO THE EXTENT PERMITTED BY LAW, THESE LIMITED WARRANTIES AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, FOR ANY PRODUCT, SOFTWARE OR SERVICE. AS PERMITTED BY APPLICABLE LAW, WHISTLE, IT'S MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF WHISTLE, IT'S MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO REPAIR, REPLACEMENT, OR REFUND AS DETERMINED BY WHISTLE IN ITS SOLE DISCRETION. No Whistle reseller, agent, partner, affiliate or employee is authorized to make any modification, extension, or addition to these Limited Product Warranties. If any term is held to be illegal or unenforceable, a substitute term shall be deemed to have been inserted which is not illegal and best reflects the meaning of the voided term and the legality or enforceability of the remaining terms shall not be affected or impaired.

Limitation Of Liability

WHISTLE, IT'S MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, ARE NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION), THE SALE OR USE OF THE PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY WHISTLE PURSUANT TO THIS AGREEMENT, THE BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO INCONVENIENCE, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR

DAMAGE HOWEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCT, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. WHISTLE'S CUMULATIVE LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, CONTRIBUTION, OR OTHERWISE, SHALL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PURCHASE PRICE FOR THE HARDWARE PRODUCT. YOU HEREBY RELEASE WHISTLE, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. WHISTLE IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO (i) YOUR BREACH OF THIS AGREEMENT OR (II) ANY ACCIDENT, INJURY, DEATH, LOSS, OR OTHER CLAIM RELATED TO OR RESULTING FROM THE USE OF A WHISTLE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. WHISTLE, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, DISCLAIM ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS LIMITED WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. ALL CLAIMS BY YOU, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE THE CAUSE OF ACTION ACCRUES. THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply in those jurisdictions. However, the parties intend for this limitations of liability provision to apply to the maximum extent allowed under applicable law. NOTE THAT THE LIMITATIONS IN THIS "LIMITATION OF LIABILITY" SECTION ARE NOT APPLICABLE TO NEW JERSEY RESIDENTS. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision in this Limited Product Warranty.

Obtaining Warranty Service

Please access and review the online help resources located at www.support.whistle.com before seeking warranty service. If the product is still not functioning properly after making use of these resources, access the online website www.support.whistle.com for instructions on how to obtain warranty service. You must follow Whistle's warranty process. Whistle may provide warranty service (i) at a Whistle authorized retailer or service provider location, where service is performed at the location, or the Whistle authorized retailer or service provider may send the product to a Whistle repair service location for service, (ii) by sending you prepaid shipping labels (and if you no longer have the original packaging, Whistle may send you packaging

material) to enable you to ship the product to Whistle' repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Whistle and you agree to follow instructions, including, if required, arranging the return of the original product or part to Whistle in a timely manner. When providing DIY Service requiring the return of the original product or part, Whistle may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Whistle will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replacement product or part as instructed, Whistle will charge the credit card for the authorized amount. Service options are subject to change at any time. In accordance with applicable law, Whistle will require that you furnish proof of purchase details before receiving warranty service. Please refer to the documentation accompanying the product for more details on this and other matters on obtaining warranty service. Your product will be returned to you configured as originally purchased, subject to applicable updates

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Website: <https://www.whistle.com>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.