

## LOJACK LIMITED WARRANTY – for New York

### 1. Definitions

“**LoJack Coverage Area**” or “**Coverage Area**” means a geographical area in which the LoJack stolen vehicle recovery system is operative. A list of the current LoJack Coverage Areas may be obtained from [www.lojack.com/coverage](http://www.lojack.com/coverage) or call LoJack at 1-800-456-5225. This list of Coverage Areas is incorporated and made a part of this Warranty by reference.

“**LoJack® System**” or “**System**” means the LoJack stolen vehicle recovery system (excluding LoJack Early Warning) installed in Your Vehicle by an authorized LoJack technician.

“**LoJack Early Warning®**” means the LoJack Early Warning key pass excluding key pass batteries.

“**Vehicle**” means the vehicle in which the LoJack System was first installed.

“**Warranty**” means this LoJack Limited Warranty.

“**Warranty Period**” means the period of time during which this Warranty is in effect. The Warranty Period starts the later of (a) the date the LoJack System is installed in Your Vehicle (“installation date”) or (b) the date You purchased the LoJack System unless You cannot provide proof of the purchase date, in which case, the Warranty Period starts on the installation date (“**Commencement Date**”). The Warranty Period ends at the earlier of (a) 2 years from the Commencement Date for the LoJack System and 90 days from the Commencement Date for LoJack Early Warning, or (b) You no longer own the Vehicle, or (c) in the case of the 24 Hour Non-Recovery Coverage under section 2.B., payment of the one-time benefit.

“**We,**” “**Us,**” “**Our**” means CalAmp Wireless Networks Corporation, 15635 Alton Parkway, Suite 250, Irvine, CA 92618, 1-800-4-LOJACK (1-800-456-5225).

“**You**” or “**Your**” means the retail consumer who owns the Vehicle.

### 2. What is Covered

#### A. **Defective Material or Workmanship Coverage**

We warrant to You that if the LoJack System or LoJack Early Warning malfunction or fail during normal use during the applicable Warranty Period due to a manufacturing defect in factory-supplied materials or factory workmanship We will, at Our option, repair, replace, or adjust without charge such LoJack System or LoJack Early Warning, at a LoJack authorized installation/repair location within a LoJack Coverage Area.

#### B. **24 Hour Non-Recovery Coverage**

We warrant to You that if, within twenty-four (24) hours from the date and time the police agency having jurisdiction entered the theft in the national stolen vehicle database, Your Vehicle has not been recovered and no tracking signal has been received by the LoJack System, the LoJack System will be deemed to have failed to activate the radio frequency tracking beacon for purposes of this Section 2.B. and We will pay You an amount equal to the purchase price paid for the LoJack System up to a maximum of \$695 for the LoJack System or \$995 for the LoJack System with LoJack Early Warning excluding any finance, lease, tax, installation or other charges. This is a one-time benefit and payment shall be the complete and final remedy available to You pursuant to this Section 2.B.

### 3. Conditions and Limitations of Warranty

- A. This Warranty only applies to You and is not transferable to subsequent owners of the Vehicle. In addition, the LoJack System and LoJack Early Warning are intended to be permanently installed in the Vehicle and are not transferable to another vehicle.
- B. This Warranty only applies when the LoJack System and the LoJack Early Warning are purchased from Us or a LoJack authorized seller and installed, removed, inspected, serviced or modified by an authorized LoJack technician.
- C. Section 2.B. above only applies when the theft of Your Vehicle and the report of the theft to the police agency having jurisdiction occur within the boundaries of a LoJack Coverage Area, and the police agency entered the theft in the national stolen vehicle database and all documentation required to file a claim under Section 2.B. is provided to Us within ninety (90) days of the date the police agency having jurisdiction enters the theft of Your Vehicle in the national stolen vehicle database.
- D. If Your Vehicle is stolen and recovered during the Warranty Period, You must have Your LoJack System inspected by an authorized LoJack technician to have the System repaired, replaced or adjusted, if it is not working and to be eligible for coverage under Section 2.B., if Your Vehicle is stolen again during the Warranty Period. There is no charge for this inspection during the Warranty Period.
- E. All inspections, repairs, replacements or adjustments under this Warranty must be authorized and scheduled by Us.
- F. In connection with any claim, it is Your responsibility to provide a dated proof of purchase of the System, otherwise the date of installation of the LoJack System in Your Vehicle will be the Commencement Date of the Warranty Period.
- G. LoJack Systems replaced pursuant to Section 2.A. or for which payment has been made pursuant to Section 2.B. become Our property and at Our option, may be removed from Your Vehicle and/or deactivated, in which case they cannot be used to locate Your Vehicle, if it is subsequently stolen.
- H. LoJack Early Warning replaced under Section 2.A. becomes Our property and must be returned to Us, if requested by Us.

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### 4. What is Not Covered

This Warranty does not cover:

- A. Damage to or malfunction of the LoJack System or LoJack Early Warning resulting from faulty or leaky vehicle batteries, improper voltage, accident, misuse, abuse, fire, flood, lightning or other acts of God, riot, or vandalism.
- B. LoJack Early Warning key pass batteries whether defective or depleted from use. It is Your responsibility to replace LoJack Early Warning key pass batteries as recommended in Your LoJack Owner's Manual.
- C. Theft of or damage to Your Vehicle, the contents of Your Vehicle, or any original and/or aftermarket accessory installed or in Your Vehicle other than as expressly stated in the What is Covered section.
- D. Damage to the System or non-recovery of Your Vehicle resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act, or due to conversion, embezzlement or secretion by any person in lawful possession of Your Vehicle, seizure or destruction by order of government authority.
- E. We reserve the right to make changes in design and improvements upon Our products without assuming any obligation to install such changes upon any LoJack System or LoJack Early Warning previously manufactured or installed.

EXCEPT AS EXPRESSLY SET FORTH ABOVE AND AS OTHERWISE REQUIRED BY LAW, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED. THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE ON THE LOJACK SYSTEM OR LOJACK EARLY WARNING SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY SET FORTH ABOVE. WE ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, INCONVENIENCE OR DAMAGE WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, EXCEPT AS SET FORTH HEREIN.

This Warranty gives You specific legal rights, and You may also have other rights that may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or do not allow limitations on the duration of implied warranties, so the limitations above may not apply to You.

### 5. WARRANTY CLAIMS PROCEDURE

- A. To file a Warranty claim, contact Us Monday–Friday during standard business hours EST by calling 1-800-4-LOJACK (1-800-456-5225), or faxing a written request to 1-866-756-5225 or by emailing [warrantyclaims@lojack.com](mailto:warrantyclaims@lojack.com). We will respond within 2 business days.
- B. Provide Your name, the year, make, model and last 8 digits of Your Vehicle identification number and dated proof of purchase which must identify the seller and the price You paid for the LoJack System or the LoJack System with Early Warning.
- C. For **24 Hour Non Recovery Claims**, file the claim and the following additional documentation within 90 days of the date **Your Vehicle was reported stolen to the police agency having jurisdiction over the theft**. We will pay approved claims within 30 days of approving the claim and notify You within 30 days of disapproval of a claim.
  - i. Dated and time stamped proof of report of theft from the police agency having jurisdiction over the theft; and
  - ii. Address to which the claim check should be sent.
- D. For **Defective Material and/or Workmanship Claims for the LoJack System**, We will schedule a time with You for an authorized LoJack Technician to inspect the LoJack System in Your Vehicle. All System inspections must be conducted in a LoJack Coverage Area in order to determine whether the LoJack System is working. If the LoJack System or LoJack Early Warning is defective in material and/or workmanship, it will be replaced or repaired as described in Section 2.A at the time of the inspection or within 7 business days of LoJack determining that the System or LoJack Early Warning is defective. If the LoJack System is working properly, You may be charged an inspection fee in effect at the time of inspection.

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