

LIMITED WARRANTY TERMS AND CONDITIONS

(1) Installation. Pop & Lock[™], LLC (and Pop & Lock[™] Corporation) is not responsible for installing the Pop & Lock[™] or for the harm suffered by any person as a result installing it.

(2) Warranties.

- a. Customer acknowledges that it is unreasonable to believe that any device whatever will prevent a theft in the case of every attempt and that the most that can be expected from a so-called anti-theft or security device is that it will deter many thieves.
- b. POP & LOCK[™] LLC. (and Pop & Lock[™] Corporation) MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESSED OR IMPLIED, EXCEPT THE WARRANTIES OF TITLE TO THE POP & LOCK[™] AND THEIR MERCHANTABILITY, PARTICULARILY NO WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE OR AGAINST INFRINGEMENT.
- c. As Customer's only remedy, Pop & Lock™, LLC (and Pop & Lock™ Corporation) will repair or replace, at its option and without charge, any lock that is defective in material or workmanship when received by Customer and is returned to Pop & Lock™ LLC (and Pop & Lock™ Corporation), FOB Pop & Lock™ Corporation's offices, within one (1) year after it's receipt by the Customer. Pop & Lock LLC will ship all replacement, or repaired, Locks to Customer, FOB Pop & Lock™'s shipping point.
- d. Factory support is only available for Pop & Lock[™] products purchased as <u>new</u> through an Authorized Pop & Lock[™] dealer.

<u>Please Note:</u> Pop & Lock[™] Products purchased on auction sites such as Ebay, Amazon and Craigslist, to name a few, will not be covered under factory warranty under any circumstance. Pop & Lock[™], LLC (and Pop & Lock[™] Corporation) is unable to verify whether products sold through Auction Sites are new, used, or refurbished, and as such, Pop & Lock, LLC (and Pop & Lock[™] Corporation) is unable to warranty such purchases. Pop & Lock, LLC advises using extreme caution when buying through auction sites as you'll be doing so at your own risk.

(3) No Liability. Pop & Lock™ Corporation is not liable for any loss or damage claimed by Customer or any third person to have been suffered or incurred as a result or, or related to, the Locks purchased under this Agreement, regardless of the circumstances or form of action, except any bodily injury or death for which Pop & Lock™ is liable under products-liability law. Without limiting the generality of the foregoing, in no event will Pop & Lock™ LLC be liable to Customer for any indirect, special, or consequential damages, regardless of the circumstances or the cause of action, particularly not for the value of a vehicle, or any other money damages in the event that a tailgate is stolen either notwithstanding the use of a Pop & Lock™ or when it has been returned for repair or replacement.