



**EXCLUSION OF WARRANTY AND STATEMENT OF Limited Warranty**

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Notwithstanding the above-mentioned waiver of any express or implied warranties, LOOKOUT will warrant Purchaser's Ambush Alarm basic unit to be free from defects in material and workmanship, for a period of 12 months from the original date of purchase, so long as the product has been put to its intended use and as further expressly limited herein. This warranty does not cover theft or loss, nor does it cover damages caused by misuse, abuse, unauthorized modification, improper storage conditions, damage caused by lightning or other natural disasters, nor does it cover parts and labor required to repair or replace parts that have been subject to normal wear and tear, all of which conditions will be determined at LOOKOUT's sole discretion. The product must be returned to LOOKOUT during the applicable coverage period; LOOKOUT will, at its sole discretion, repair and/or replace without charge the item(s) that are found to be defective and subject to this limited express warranty. Repaired or replaced parts will be covered for the longer of: a) the remainder of the original warranty; or b) ninety (90) days from repair or replacement. The original purchaser must timely notify LOOKOUT in writing, during the warranty period, that there is a defect in material or workmanship. The warranty expressly provided herein is the buyer's sole remedy. LOOKOUT is not liable to any Purchaser or user for any other damage caused by the product or the product's failure to perform as intended. More specifically, LOOKOUT is not liable for lost profits, lost savings, lost data, damage to other equipment or items, directly or indirectly, incidental or consequential damages arising from the use or misuse of this product. Under no circumstances shall LOOKOUT be liable for any consequential damages or more than the amount of the purchase price of this product, not including any installation charges borne by the Purchaser. Due to the inherent limitations of security systems and because LOOKOUT does not install or connect its products and because the products may be used in connection with other products not manufactured by LOOKOUT, LOOKOUT does not guarantee the performance of its product and shall not be responsible for circumstances resulting from the product's inability to operate. NO OTHER WARRANTY, WRITTEN, EXPRESSED VERBALLY OR IMPLIED IS OFFERED BY LOOKOUT WORLD WIDE INC., DEALERS, DISTRIBUTORS OR SALES PERSONS ARE NOT AUTRORIZED TO MODIFY OR MAKE ANY CHANGES TO THE TERMS OF WARRANTY

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***Note: All Specifications may be changed without notice***

### **Alarm System Limitations**

Although the Lookout's "Ambush" Alarm System's highly technical and modern design features focuses on theft prevention, and general asset protection, due to conditions beyond our control, LOOKOUT can not, and does not guarantee that the assets monitored by its Alarm System will not be stolen, burglarize, or otherwise damaged in any way or form including but not limited to fire, sinking, power or battery failure, etc. LOOKOUT is not responsible for direct, indirect or consequential damages resulting from improper installation of Ambush Alarm Systems and in no way warrants nor guarantees work done by third party installers regardless if they are recommended or even known by LOOKOUT.

Proper installation of the Alarm module and its accessory components, their correct positioning; normal failure due to aging or damage of sensors; the potential failure in performance at any given time of the independent Satellite and/or telephone systems that transmit signals from and to the Alarm module, who are not part of LOOKOUT but independent contractors, as well as the proper maintenance of the Alarm module and its components, among others, prevent LOOKOUT from guaranteeing the prevention of any personal or property injury or damage.

Like every other system and components, your Ambush Alarm System should be regularly checked and maintained for proper operation by your installer or a qualified marine electronics technician.

Lookout does not warrant that the operation of its associated independent service providers, including, but not limited to the Telephone Communication Provider, the Satellite Communication Provider or its Computer Servers will be free of possible temporary service interruptions and/or affected by weather conditions, power failures or other acts of God that could compromise the proper performance of the Lookout's Ambush Alarm System.

### **ACTIVATION AND USAGE AGREEMENT**

1. License: The invention and software contained within the Ambush Alarm units' circuitry and chips is protected by a Patent Pending process and is the sole property of Lookout Worldwide, Inc. All software, manuals, are copyrighted and are intended solely for the benefit of the Ambush unit user; copying for the purpose of transferring them to third parties is prohibited.

The warranty herein printed in detail in this document is the only warranty offered by Lookout, no other person, salesman, dealer or distributor is authorized to alter or change it in any way or form.

### **Termination**

The operation of the Ambush Alarm System will be immediately terminated upon the failure of the Purchaser to fulfill its agreement to pay Lookout all monthly service charges on a timely basis, in accordance with the terms and conditions established and agreed upon at the time of activation of the system.

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**Limitations of Remedies and Liability:** Neither LOOKOUT nor anyone involved in the design, manufacturing, or delivery of the equipment and/or its components, including computer servers and all related services shall be liable to the user or anyone entity or individual claiming through the user for any damages or expenses including but not limited to material losses, profits or business losses, or any consequential losses, arising out of the use or performance of the Ambush basic unit or accessories related to its use. LOOKOUT does not assume any responsibilities or liabilities for possible damages arising from technical suggestions or advice related to the equipment, its installation, or use. In no event, will LOOKOUT'S liabilities for damage shall exceed the amount paid for the Ambush Basic Unit.

**General:**

7. **General:** (a) This license shall be governed and interpreted, except the federal laws which govern trademarks and copyrights, in accordance with the laws of the Miami Dade County, FL, USA. This agreement has been made entirely within the USA. Any dispute or other claim in any way related to LOOKOUT's products or this express warranty will be subject to the exclusive jurisdiction of the courts in Miami, Miami-Dade County, Florida with out regard to any conflict of laws of any other state. The substantive law for any dispute will be the law of the State of Florida. The parties further agree that this provision shall survive the termination of this agreement and that NO ACTION, regardless of form arising hereunder, may be instituted by either party more than one (1) year after the cause of action arose, except that the above limitation shall not apply to the enforcement of any of LOOKOUT's intellectual property rights. In any such action, the prevailing party shall be entitled to its reasonable attorney fees at trial or on appeal thereof, as awarded by the court. This license shall be construed in such a fashion as to make each provision enforceable to the maximum extent possible under law. (b) User acknowledges that User has read this agreement, which comprises of all the terms and conditions in this agreement, understands each and every term and condition of it, and agrees to be bound by its terms and conditions. User agrees that this agreement is the complete and exclusive statement of the agreement between LOOKOUT and User and that this agreement supersedes all prior and contemporaneous agreements, proposals, negotiations or discussions, oral or written, relating to the subject matter herein. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any terms expressed herein. User further agrees that no representations or statements of any kind, including but not limited to, dealer advertising, presentations, oral or written, made by any agent or representative of LOOKOUT which are not stated herein shall be binding on User or LOOKOUT. Failure or delay by LOOKOUT in enforcing any right to a provision of this agreement shall not be deemed as a waiver of such provisions or right in respect to any subsequent breach or a continuance of any existing breach. If any provision of this license shall be held to be unenforceable by a court of jurisdiction, the remaining provisions will remain in force and effect and be enforced to the maximum extent permissible. (c) LOOKOUT shall not be in default by reason of any failure of its performance under this agreement if failure results, directly or indirectly,

from, but not limited to, fire, explosion, strike, freight embargo, act of God, or the public enemy, war, civil disturbance, act of any government, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or supplier as a subcontractor, quarantine or restriction, epidemic or catastrophe or other similar event beyond the control of LOOKOUT.

**Privacy Statement**

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