
LIMITATION OF LIABILITY

Sense Technologies Inc. does not warrant against damages or defects arising out of the use of this product or against defects or damages arising from its improper installation or improper use. No warranty of any kind, expressed or implied, is made regarding the safety of this product. The entire risk as to the use and performance of this product shall be with the buyer. Drivers shall use the same caution when using this product as they would have prior to its installation. Furthermore, Sense Technologies Inc shall not, under any circumstances, be liable for any losses or damages, whether direct, indirect, special, incidental, or consequential, or for any other claims relating to this product regardless of the legal or equitable theory asserted, including but not limited to: contract, negligence, warranty, and strict liability.

LIMITED WARRANTY

Seller warrants to the original purchaser that the product furnished hereunder shall be free from defects in material and workmanship under normal use and service and in the event of any such defect, will for thirty-six (36) months or the term of the vehicle's original manufacturer warranty, whichever is longer, from the date of delivery to such purchaser, F.O.B. point of origin, repair any defect in respect to the product or replace it.

All rights in respect to this warranty are available only to the original purchaser of the product and this warranty shall be void in the event such purchaser does not utilize proper installation procedures. This warranty shall not apply to any product, or parts thereof, which have been repaired or altered in any way by any person before the return of the product as required for warranty service and shall also not be applicable if in the opinion of Seller, such defect was caused by abuse, improper use, lack of adequate maintenance or failure to follow instructions included with the product.

In the event of any defect in the product during the warranty period herein specified, the product must be returned to the original place of purchase and must include evidence of the date of purchase along with a description of the alleged defect. Upon receipt of such product for warranty service, Seller will inspect the product and will proceed without unreasonable delay to remedy such defect and return the product to the purchaser, free of charge, F.O.B. point of origin, without unreasonable delay if such defect is determined to be subject to the warranty hereby provided.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND THE SELLER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND INCLUDING LOSS OF PROFITS ARISING IN CONNECTION WITH THIS PRODUCT OR WITH THE USE OR LOSS OF USE OF THE PRODUCT, SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND PURCHASER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR, AT THE SELLER'S OPTION (II) REFUND OF THE PURCHASE PRICE UPON RETURN OF THE PRODUCT BY THE PURCHASER AND SUCH REMEDIES SHALL BE BUYER'S EXCLUSIVE REMEDIES.

Some states do not allow the exclusion of limitation of any incidental or consequential damages, so the above limitation or exclusion may not apply to the purchaser. This warranty gives the purchaser specific legal rights and the purchaser may also have other rights which vary from Country to Country and State to State. In all regards this limited warranty has been prepared in accordance with the laws of the United States and State of Nebraska and shall be construed in accordance therewith unless otherwise required. In the event any provision herein contained shall be determined to be invalid this limited warranty shall be construed as though such invalid provision were not a part thereof.