



WARRANTY TERMS AND CONDITIONS FOR COMMERCIAL PRODUCTS

READ THESE WARRANTY TERMS AND CONDITIONS (the "Agreement") CAREFULLY BEFORE INSTALLING AND/OR USING THE ENCLOSED BULLY DOG PRODUCT (the "Product"). BY INSTALLING AND/OR USING THE PRODUCT, YOU AGREE TO BE BOUND BY THESE TERMS. IF THESE TERMS ARE NOT ACCEPTABLE, YOU MAY RETURN THE PRODUCT WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASE, IN NEW AND UNUSED CONDITION AND WITH A DATED PROOF OF PURCHASE, TO THE PLACE OF PURCHASE FOR A FULL REFUND.

Warranty. Bully Dog Technologies, LLC ("Bully Dog") warrants that the Product (meaning solely the physical Product or parts contained within the Product kit and excluding any installed or installable software, which is governed by a separate Software License) will be free from defects in material and manufacture for one (1) year from date of purchase by the first purchaser of the Product who puts it into service (the "Purchaser"), exclusive of Bully Dog distributors, jobbers, and dealers. This Warranty extends only to the Purchaser and not to any subsequent purchasers or users of the Product. This Warranty may not be transferred in whole or part.

Exclusions. This Warranty does not apply to:

- Installation of the Product or failure or inadequate performance of the Product due to improper installation (the Purchaser must determine the appropriateness of the Product for Purchaser's application);
- Attachments, accessory items, and parts not manufactured by Bully Dog;
- Product that has been installed with other aftermarket parts or altered or modified in any way; or
- Normal wear and tear; damage caused by accident, abuse, neglect, misuse, negligence, vandalism, acts of God, improper storage or handling, or disasters such as flood, fire, or war; failure to install, operate, maintain, or repair the Product in accordance with the instructions supplied by Bully Dog; or failure to install, operate, maintain, or repair the vehicle into which the Product is installed in accordance with the vehicle manufacturer's instructions or common maintenance practices.

Conditions of Warranty Coverage. This Warranty shall not apply if the Product:

- is used in an application different from the one for which it was designed according to Bully Dog's published technical and promotional materials; or
- is installed by a dealer that is not licensed or authorized by Bully Dog.

Disclaimer and Exclusion of Other Warranties. The preceding warranties are the exclusive warranties given by Bully Dog for the Product and supersede any prior, contrary or additional representations, whether oral or written. BULLY DOG AND ITS DISTRIBUTORS, JOBBERS, AND DEALERS DISCLAIM AND EXCLUDE—AND PURCHASER HEREBY WAIVES, RELEASES, AND RENOUNCES—ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

Exclusive Remedy. If the Product fails to conform to the preceding warranties, the Purchaser must notify Bully Dog within a reasonable

time and in no event more than fifteen (15) days after the discovery of the nonconformity. Purchaser must obtain a Return Authorization Number (RMA) from Bully Dog. Purchaser must then deliver the Product, together with proof of date of purchase and RMA number, to Bully Dog at the following address:

Bully Dog Sales and Distribution
2700 Old Alton Road
Denton, TX 76210

or to any other site designated by Bully Dog. Purchaser shall be responsible for and must prepay any shipping expense for return of the Product to Bully Dog. Bully Dog will investigate and, in the event of a breach of warranty, will provide, at its sole option and within a reasonable period of time:

- repair of any nonconforming Product or components;
- replacement of any nonconforming Product or components with conforming product or components; or
- if a replacement product of the same model is not reasonably available, replacement of any nonconforming Product with substantially similar product.

Repaired or replacement products will conform to the warranty for the unexpired duration of the warranty period for the original, nonconforming Product. Bully Dog may use used or repaired material for all warranty claims. This remedy does not cover any labor charged or travel time incurred for diagnosis, removal, or reinstallation of the Product; the cost of transportation of the Product or any replacement product to or from Purchaser; or any other contingent expenses. THE REMEDY SELECTED BY BULLY DOG IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential, Incidental, and Other Damages. BULLY DOG AND ITS DISTRIBUTORS, JOBBERS, AND DEALERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WARRANTY, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OR OTHER TORT OF BULLY DOG OR ITS DISTRIBUTORS, JOBBERS, OR DEALERS. THIS EXCLUSION COVERS, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER, AND CLAIMS BY PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES.

Indemnification. Purchaser agrees to indemnify, defend, and hold Bully Dog and its distributors, jobbers, and dealers harmless from any claim arising out of or related to the Product or its use, installation, or service.

Applicable Law. This Agreement will be governed by the laws of the State of Idaho, excluding the application of its conflicts of law rules. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. In any action or proceeding arising in whole or part from this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Venue for any such action or proceeding shall be in a state court of competent jurisdiction located in Power County, Idaho, or in the United States District Court for the District of Idaho.

Severability. If any part of this Agreement is found to be void or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between Bully Dog (or any of its distributors, jobbers, or dealers) and Purchaser concerning the Product, including any oral representations. Any prior or extrinsic representations or agreements are intended to be discharged and nullified. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by Bully Dog and Purchaser.