

TomTom
Limited Warranty
WARRANTOR

U.S. and Canadian Purchases: If you have made your purchase in the United States or Canada, this Limited Warranty is granted by and this Limitation of Liability is stipulated for the benefit of TomTom Inc., 150 Baker Avenue Extension, Concord Massachusetts 01742 (United States of America).

WHAT THIS WARRANTY COVERS

1) TomTom Inc. (“**TomTom**”) warrants to the original purchaser (“**you**”) of the hardware with which this Limited Warranty is included (“**Hardware**”) that the Hardware will be free from defects in workmanship and materials under normal use (“**Defects**”) for a period of one (1) **year** from the date that the Hardware was first purchased by you (“**Warranty Period**”). During the Warranty Period the Hardware will be repaired or replaced at TomTom’s choice (“**Limited Warranty**”) without charge to you for either parts or labour. The parts may be repaired or replaced with either new or refurbished parts, the product may be replaced for a new or refurbished product. For this Limited Warranty “refurbished” entails parts and products which have been returned to factory specifications. If the Hardware is repaired or replaced within the Warranty Period, the greater of the remaining warranty period will apply or three (3) months from the date of repair/replacement. If the Hardware is repaired or replaced after the Warranty Period has expired, the Warranty Period for the repair or replacement will expire three (3) months after the date of repair or replacement. If your product is considered out of warranty, and you make a claim, you must provide a proof of purchase or bill of sale to make a claim. This Limited Warranty covers the repair or replacement of the Hardware only.

WHAT THIS WARRANTY DOES NOT COVER

2) The Limited Warranty does not apply to normal wear and tear, does not apply when the Hardware is opened or repaired by someone not authorized by TomTom and does not cover repair or replacement of any Hardware or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, noncompliance with the instructions supplied with the Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Hardware. This Limited Warranty does not cover any software that may accompany or be installed on the Hardware.

HOW TO MAKE A WARRANTY CLAIM

3) In order to make a claim of a Defect, you must contact TomTom during the Warranty Period at: 1-866-486-6866 or per email via www.tomtom.com to explain the Defect and to obtain an RMA number (Return Materials Authorization) if necessary. You must mail and return, the Hardware during the Warranty Period, along with an explanation of the Defect to the address provided to you by TomTom. If a defect arises and a valid claim under this Limited Warranty is received by TomTom after the first one hundred and eighty (180) days of the Warranty Period, TomTom is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Hardware. You must comply with any other return procedures stipulated by TomTom, if any. If your product is considered out of warranty, and you make a claim, you must provide a proof of purchase or bill of sale to make a claim.

YOUR LEGAL RIGHTS

4) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state and jurisdiction to jurisdiction.

5) If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.

6) This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

7) Except for the Limited Warranty and to the maximum extent permitted by applicable law, TomTom and its suppliers provide the Hardware “AS IS AND WITH ALL FAULTS”, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of: merchantability, non-infringement, quiet enjoyment, system integration, satisfactory quality, fitness for a particular purpose, reliability or availability, accuracy or completeness of responses, results, workmanlike effort, lack of viruses, and reasonable care and skill, all with regard to the Hardware, and the provision of or failure to provide support or other services, information, software, and related content through the Hardware or otherwise arising out of the use of the Hardware. This exclusion does not apply to (i) any implied condition as to title and (ii) any implied warranty as to conformity with description. If applicable law requires any implied warranties with respect to the Hardware, all such warranties are limited in duration to ninety (90) days. Some states and/or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above may not apply to you.

8) This Limited Warranty cannot be transferred to any other person.

LIMITATION OF LIABILITY

9) Neither TomTom nor its suppliers shall be liable to you or to any third party for any indirect, incidental, consequential, special or exemplary damages (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Hardware even if TomTom has been advised of the possibility of such damages.

10) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of TomTom and any of its suppliers shall be limited to the amount actually paid by you for the Hardware.

11) Notwithstanding the above, neither party’s liability for death or personal injury resulting from its own negligence shall be limited.

12) Some states and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.