

SkyWay Guarantees and Protection Plans

Conditions, Limitations and Exclusions

The SkyWay products covered by this warranty are permanently installed on the original owner's vehicle and cannot be transferred to another vehicle. All SkyWay warranties are limited to the original purchaser and are not transferable. Purchaser must comply with all the terms of this warranty. To obtain service under this warranty call 1-866-9-SKYWAY. You must provide a dated proof of purchase.

Upon recovery of a stolen SkyWay-equipped vehicle, SkyWay Systems, Inc. may, at its option, require a physical inspection of the SkyWay unit and other components to verify working condition and revalidate this warranty. A SkyWay-equipped vehicle which has been stolen and recovered shall not qualify for the SkyWay No Risk Warranty or Lifetime Protection Plan unless the SkyWay unit has been inspected and the warranty has been revalidated. Any SkyWay product which malfunctions after the expiration of the warranty period will be removed or repaired at the owner's expense.

This warranty does not cover and SkyWay products that may have been installed, removed, serviced or modified by anyone other than an authorized SkyWay installer. This warranty does not cover damage that results from faulty or leaky batteries, accident, misuse, abuse or damage caused by conditions in the vehicle, or improper voltage, or from fire, flood lightning or other acts of god. This warranty does not cover the loss of the contents of a vehicle or any original and/or aftermarket equipment installed or in the vehicle if it is stolen. This warranty shall be null and void if it is determined that the report to the law enforcement agency of the theft of a SkyWay equipped vehicle was false or erroneous. SkyWay reserves the right to make changes in design and improvements upon its products without assuming any obligation to install such changes upon any of its products previously manufactured or installed.

Except as expressly set forth above, no other warranties are expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose and SkyWay Systems, Inc. expressly disclaims all warranties not expressly stated herein.

The duration of any implied warranty of merchantability, fitness for a particular purpose or otherwise on SkyWay products shall be limited to the duration of the applicable express warranty set forth above. In the event that a SkyWay product proves to be defective in material or workmanship within the warranty period, the purchaser's sole remedy shall be repair or replacement as provided above. In no event shall SkyWay Systems, inc. be liable for any loss, inconvenience or damage whether direct, incidental, consequential or otherwise resulting from breach of any express warranty or any implied warranty of merchantability, fitness for a particular purpose or otherwise, with respect to any SkyWay product, except as set forth herein.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or do not allow disclaimers of implied warranties, or limitations on the duration of implied warranties, so the above limitations or exclusions may not apply to you.