

STINGER USER AGREEMENT

NOTE: PLEASE READ THIS USER AGREEMENT (hereinafter "Agreement") CAREFULLY AND IN ITS ENTIRETY BEFORE PUTTING THE STINGER PRODUCT OR PART THEREOF (hereinafter "The Stinger Product"), AND CORRESPONDING SOFTWARE INTO USE. BY USING THE STINGER PRODUCT AND CORRESPONDING SOFTWARE, YOU AGREE IRREVOCABLY AND UNCONDITIONALLY WITH THE CONDITIONS OF THIS AGREEMENT DRAWN UP BETWEEN YOU AND CARCOMPUTER B.V. (hereinafter "Stinger"). IF YOU DO NOT AGREE WITH THE CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT PUT INTO USE THE STINGER PRODUCT AND CORRESPONDING SOFTWARE.

1. Disclaimer

You hereby declare that you are aware of the fact that Stinger neither implicitly nor explicitly encourages and/or enables any breach of the currently applicable laws and regulations. You expressly agree that it is your responsibility at all times to remain informed of all currently applicable laws and regulations, and that it is solely your responsibility and obligation to comply with these laws and regulations. You expressly agree that you shall not hold Stinger liable or responsible for the unauthorised, unlawful and/or illegal use of The Stinger Product and corresponding software, nor for any other violation of the currently applicable laws and regulations committed by you.

You declare that you shall not hold Stinger liable for any personal injury, injury or damage of a third party, directly or indirectly. Neither shall you hold Stinger liable for damages as a result of loss of turnover, loss of data or interference to business operations, or for any other commercial and/or tax loss as a result of, or related to, your use or inability to put into use The Stinger Product and/or corresponding Stinger software, irrespective of cause, and irrespective of the grounds for liability (non-compliance, unlawful act or otherwise), even if Stinger could have been aware of the likelihood of damage.

You declare that you shall not hold Stinger liable for any form of ensuing and/or consequential damage. You expressly agree with article 7.21 BW (Dutch Civil Law Code) not being applicable.

2. Software licence Agreement

You hereby declare to agree and be familiar with the contents of the "Stinger Software License Agreement" governing all Stinger Product software. See the Stinger Software License Agreement included with The Stinger Product and to be found at www.stinger.com.

3. Warranty conditions

You agree with the following warranty conditions:

a. Two year warranty coverage

Stinger warrants the end user of The Stinger Product against defects in materials and workmanship for a period of two (2) years after the date of the original retail purchase from a channel authorized by Stinger, provided The Stinger Product is completely new and unused at the time of purchase.

Stinger warrants the end user of The Stinger Product against defects in materials and workmanship for a period of six (6) months after Stinger has repaired The Stinger Product under warranty.

b. Stinger chooses the solution

If a defect exists, at its option Stinger will (1) repair The Stinger Product at no charge, using new or refurbished replacement parts, (2) exchange The Stinger Product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of The Stinger Product.

c. Required information

If you want a warranty repair to be performed you will need to send the 'problem component' of The Stinger Product together with a description of the problem, to Stinger (possibly via your Stinger dealership). You will need to submit the following information: Your name, address and phone number, as well as your proof of purchase of The Stinger Product. The proof of purchase needs to contain the purchase date, a product description and the relevant Stinger serial numbers.

d. Warranty for Stinger hardware only

This warranty applies only to hardware products manufactured by or for Stinger that can be identified by the "Stinger" trademark, trade name, or logo affixed to them. This warranty does not apply to any non-Stinger hardware products or any software, even if packaged or sold with The Stinger Product. Non-Stinger manufacturers, suppliers, or publishers may provide their own warranties.

e. No warranty for installation and deinstallation

The installation and deinstallation of The Stinger Product will not be covered under this warranty. Stinger shall never compensate the costs associated with the installation or deinstallation of The Stinger Product.

f. No warranty for software

Software and computer programs that come with and/or are part of The Stinger Product are not covered under this warranty. Refer to the Stinger Software License Agreement for more information.

g. Exclusions for warranty

This warranty does not apply to The Stinger Product with: (a) damage caused by accident, abuse, misuse, misapplication, or non-Stinger products; (b) damage caused by service (including upgrades and expansions) not performed by Stinger or an official Stinger dealer; (c) modifications performed without the written permission of Stinger; or (d) removed or defaced Stinger serial numbers.

h. Exclusive warranty

This warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Stinger specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. No Stinger reseller, agent, or employee (other than a Stinger director) is authorised to make any modification, extension, or addition to this warranty.

i. No liability

Stinger cannot be held responsible for direct, special, incidental or consequential damage arising from inobservance of the guarantee provisions in this agreement or any legal theory, including, but not limited to loss of profit, production jamming, goodwill, damage to or replacement of equipment and property, costs of repair, reprogramming and reproducing of programs and data which are part of or are used in combination with The Stinger Product, and any violation of the confidentiality of data which have been stored on the concerning product. Stinger states explicitly that it cannot be guaranteed The Stinger Product under this warranty can be repaired, that programs or data cannot be lost during the service or replacement of product and within the framework of this warranty. Stinger's aggregate liability in respect of any single event or series of events whether as a result of negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered product determined by the net invoiced price.

j. Governing law and divisibility

This agreement will be governed by E.U. and Dutch law. Any dispute that might arise between you and Stinger will be resolved by the competent court in Amsterdam, The Netherlands. Should any stipulation of this agreement or any part thereof be declared null and void or otherwise non-binding by a competent court, the other stipulations of this agreement shall remain in full force.

4. Governing law and divisibility

This Agreement will be governed by E.U. and Dutch law. Any dispute that might arise between the end user of The Stinger product and Stinger will be resolved by the competent court in Amsterdam, The Netherlands. Should any stipulation of this Agreement or any part thereof be declared null and void or otherwise non-binding by a competent court, the other stipulations of this Agreement shall remain in full force.



5. Complete Agreement

This Agreement contains the complete Agreement between Stinger and the end user pertaining to the use of The Stinger Product and the applicable warranty conditions and, with regard to the use of The Stinger Product and the warranty conditions, shall prevail over all previous or simultaneous Agreements pertaining to this issue. The software supplied with The Stinger Product is governed by the provisions of the Stinger Software License Agreement. Any amendments or alterations to this Agreement are only valid insofar as they have been drawn up in writing and signed by a Stinger board member.

6. Language

This Agreement has been translated into several languages to satisfy local requirements. In the event of discrepancies between the Dutch version and other versions, the Dutch version of the Agreement shall apply.