

Manufacturer's Warranty

Your device has been designed to provide you with reliable, worry-free service. If for any reason you have a problem with your equipment, please refer to the manufacturer's warranty in this section.

For information regarding the terms and conditions of service for your device, please visit your service provider's website or call your service provider's customer service number.

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Franklin Wireless Corp. (the "Company") warrants to the original retail purchaser of this device, that should the product or any part thereof, during normal consumer usage conditions, be defective in material or workmanship that results in product failure within the first twelve (12) month period from the date of purchase, the product will be repaired or replaced, with a new or refurbished product at the Company's discretion, without charge for parts and labor directly related to the defect(s).

This warranty extends to consumers who purchase the product in the territory and is not transferable or assignable. This warranty does not apply to:

- (a) Products subject to abnormal use or conditions, accident, mishandling, neglect, unauthorized alteration, misuse, improper installation or repair or improper storage;
- (b) Products whose mechanical serial number or electronic serial number has been removed, altered, or defaced;

- (c) Products that have been lost or stolen;
- (d) Damage from exposure to moisture, humidity, excessive temperature or extreme environmental conditions;
- (e) Damage resulting from connection to, or use with any accessory or other product not approved or authorized by the Company;
- (f) Defects in cosmetic appearance or defects caused by the addition of decorative items or non-operating parts by consumers or third parties;
- (g) Products damaged as a result of fire, flooding, dirt, sand, weather conditions, battery leakage, a blown fuse, or improper usage of any electrical source.

The Company disclaims liability for removal or reinstallation of the product, for geographic coverage, for inadequate signal reception by the antenna or for communications range or operation of the cellular system as a whole.

When sending your wireless device to Franklin Wireless' authorized representatives for repair or service, please note that any personal data or software stored on the device may be inadvertently erased or altered. Therefore, we strongly recommend you make a back up copy of all data and software contained on your device before submitting it for repair or service. This includes all contact lists, downloads (i.e. thirdparty software applications, games and graphics) and any other data added to your device. The Company is not responsible for and does not guarantee restoration of any third-party software, personal information or data contained in, stored on, or integrated with any wireless device, whether under warranty or not, that is returned to Franklin Wireless' authorized representatives for repair or service. To obtain repairs or replacement pursuant to the terms of this warranty, the product should be delivered with proof of Warranty coverage (e.g. dated bill of sale), the consumer's return address, daytime

phone number and/or fax number and complete description of the problem, transportation prepaid, to the place of purchase for repair or replacement processing. In addition, for reference to an authorized warranty station in your area, please contact your service provider for instructions.

The extent of the Company's liability under this warranty is limited to the repair or replacement provided above and, in no event, shall the Company's liability exceed the purchase price paid by purchaser for the product.

Any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose shall be limited to the duration of this written warranty and in no case shall the Company be liable for any special, consequential or incidental damages for breach of this or any other warranty, express or implied.

The Company shall not be liable for any delay associated with service under this warranty or loss of use during the time the product is being repaired or replaced.

No person or representative is authorized to assume for the Company any liability other than expressed herein in connection with the repair or replacement of this product.

Some states or provinces do not allow limitations on how long an implied warranty lasts on the exclusion or limitation of incidental or consequential damage so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state or province to province.