

# **Limited Warranty Policy**

SpaceSense Corporation (herein referred to as "SX3") limited non-transferable warranty.

All items sold by SX3 whereby manufactured or as reseller of goods supplied, will fall under this warranty for the specific warranty period as stated.

Should any item fail during the warranty period, SX3 will either replace the unit, if eligible or refer the purchaser to the manufacturer's RMA and/or warranty service/terms and conditions.

SX3 at its own determination may elect to replace the warranted part/product for a replacement part. SX3 may re-provision parts that are deemed fit for purpose as replacement parts.

The replacement parts will continue under the same warranty term as the original part and be subject to the same provisions of such warranty.

This warranty applies only to manufacturing defects. Damage caused by misuse, physical trauma, or excessive wear and tear above the normal and reasonable capacity of the unit's design and purpose will not be covered.

Consumable items such as batteries or any other item that "self-consumes" as a result of normal use are excluded from the warranty policy.

To receive warranty service, the unit must be returned to SX3. The user is responsible for shipping costs to SX3 and SX3 is responsible for the return shipping costs of the repaired/replaced product.

All returns must include a copy of the original purchase receipt as well as a completed RMA form or online RMA as per manufactures requirements. Take note of the instructions related to safely packaging if any of the product you wish to return.

All standard parts sold hereunder are warranted to be free from defects in workmanship and material, and are warranted to meet the Company's published specifications, but no other warranty, expressed or implied, is made by the seller unless expressly set forth.

All special equipment manufactured to customers' specifications are performance guaranteed only to the extent specifically agreed upon in writing between buyer and seller.



### **Reseller Special Warranty Terms and Conditions**

Where the Reseller is the Customer of SX3

SX3 warrants its Sensor and TAG solution for a period not exceeding 36 months.

This warranty is subject to the payment of the SX3 Cloud Bridge services for the term of the warranty period, payable in advance upon receipt of goods by the customer from SX3.

SX3 is NOT OBLIGED to provide any SX3 Cloud Bridge Services where non-payment of such services, (being the \$... contracted monthly fee) per month per sensor deployed as per the terms of payment set forth herein and/or when a TAG is "Out of Warranty".

The warranty period will commence from the date the device is provisioned online in the SX3 Cloud Bridge.

The customer agrees to rotate its stock of SX3 Tags based on the FIFO method by Purchase Order, failure to do so will result in the warranty period commencing a maximum of 12months after receipt of the goods to the customer.

SX3 will offer a 12-month extension subject to the same terms of payment in advance of the extended warranty period following the initial period

Where the customer wishes at their own cost and determination to "End of Life" a TAG. The customer will be required to send SX3 an EOL (End of Life) request for the specific tag. SX3 will confirm EOL for such TAG. The customer understands that this TAG serial UID will be removed from the SX3 Cloud Bridge and will not be retrievable for further use by the customer.

SX3 warrants that during the term of the warranty period all updates and new releases of the products supplied will be backwards compatible, however in the event SX3 determines to end of life a specific version or model, SX3 (at its own cost) may elect to send the customer replacements parts. The Customer will be responsible for re-provisioning such products in the field and the original warranty period for the replaced part will continue.

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The warranty period for non-SX3 manufactured products is subject to the manufacturer's direct warranty.



### SX3 shall have no obligation or liability under this warranty;

- For special, indirect or consequential personal or property damage arising from the failure of its equipment.
- If the equipment is operated with any accessory, equipment or attachment not specifically approved by SX3.
- If the equipment was not installed, operated or maintained in accordance to SX3 installation maintenance/instructions.
- If the equipment was not used or operated under normal industry applications unless the installation was specifically approved by SX3.
- If the equipment was serviced, repaired, altered or modified in any way by a company other than a SX3 authorized repair station.
- Except to the extent of the dollar value of the equipment being returned for warranty consideration only.
- The customer must notify SX3 of all warranty claims within thirty (30) days after the discovery thereof.

Any unit shipped back to the SX3 for warranty repair must have prior SX3 notification and approval for the return or the unit will be refused and shipped back to the customer at their expense.

Units submitted for warranty consideration must be returned to the SX3 freight prepaid. All transportation charges, both in-bound and out-bound freight, are the responsibility of the customer.

All units sent to the SX3 must have a valid shipping ticket detailing purchase order number, customer and address, telephone number, person to contact, part number and serial number, complaint or squawk and return routing instructions.

SX3 reserves the right to repair or replace customers' units at its discretion and at any SX3 authorized repair and/or exchange centers. SX3 reserves the right to make improvements and or changes to its equipment any time a unit is submitted for warranty repair or exchange consideration.

SX3 reserves the right under this warranty to refuse or reject any and all warranty claims for any reason whatsoever if, based on the Company's estimation, damage to subject equipment was not caused by component or SX3 workmanship defects.

Warranty does not cover installation or dismantling or provisioning of a replacement or warranted item.



SpaceSense Corporation

#### WARRANTY ON REPAIRED ITEMS

SX3 warrants all SX3 repaired equipment to be free from defects in workmanship and material for a period of ninety (90) days from the date the repaired item is received by the Customer. The repair warranty period will not alter any original warranty periods previously in effect unless the repair warranty period is greater than the original warranty duration in which case the longer warranty period will apply.

The repair warranty covers specific repair work done on the equipment only and does not cover damage or failure to other assemblies or components incurred during the repair warranty period. Any associated damage or failure to the equipment and its coverage under the repair warranty will be evaluated and decided upon by the SX3.

All other terms, conditions, exclusions and procedures as stated in this Warranty Policy will apply to the warranty on repair items.

## **Warranty Disclaimer**

Except as expressly set forth in this Limited Warranty and to the greatest extent allowed by law, SX3 makes no other representations, warranties or conditions, express or implied, including any implied representations, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, and non-interference. SX3 does not warrant that your use of the SX3 product will be uninterrupted or error free. Any implied warranties that may be imposed by law are limited in duration to the Limited Warranty period, to the greatest extent allowed by law. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply to the customer. This Limited Warranty is subject to change without notification.