

DEWESOFT 7-YEAR WARRANTY (Terms of Warranty)

- 1. Warranty Provider / Manufacturer:** DEWESOFT d.o.o. izdelava programske opreme in proizvodnja elektronskih komponent, Gabrsko 11a, 1420 Trbovlje, Slovenia (the “Warranty Provider” or the “Manufacturer”)

- 2. The Seller:** [•]
(the “Seller”)

- 3. Warranty Statement:**
 - 3.1. The Manufacturer and/or the Seller assures the Buyer that the warranted product shall perform in accordance with its published specifications and characteristics and shall be in proper working order, limited to the period of 7 (seven) years following the date of delivery of the product to the buyer (Warranty Period) and all Terms of the Warranty are fully respected by the Buyer.

 - 3.2. The Manufacturer shall remove all defects that arise according to the Terms of Warranty and within the Warranty Period either directly or via its authorized repairer within a reasonable amount of time.

 - 3.3. Release date of Terms of Warranty is 1st of June 2021.

 - 3.4. Buyers who purchased products before the 1st of June 2021, may purchase the Warranty, under its conditions, for the price of 1% of the first purchase Invoice value, per year of the Warranty, and under condition that at the warranty expiration date, the product is 7 years old. Conditions of purchasing the Warranty for older units is that the instrument is in full working condition and is calibrated and serviced by an authorised Dewesoft Service centre at the time of the purchase of the Warranty.

 - 3.5. The warranted product must be calibrated in 1 (one) year intervals by a Dewesoft Service Centre or by a Dewesoft authorized third party calibration facility using Dewesoft defined test equipment, calibration fixtures and calibration software. Not more than 1 (one) year shall pass from completion of previous Dewesoft calibration. 1 (one) year interval can be extended to maximum 2 (two) years with a special agreement between Dewesoft and the Buyer.

3.6. If a Dewesoft authorized third party calibration facility is used then the warranted product must be sent to a Dewesoft Service Centre minimum every two years, for inspection and system test, to verify its condition and functionality, and the authorized calibration facility must upload or submit all calibration reports to the Dewesoft Global product database.

3.7. In order that Terms of Warranty are valid, all buyers must register the Warranty to accept the Terms, conditions, limitations and exclusions of the Warranty, either by website registration, or by emailing or posting a Warranty registration form.

4. The territory of the Warranty: The Warranty is valid Globally.

5. The Exercise of the Warranty: The Warranty shall be exercised by the delivery of the allegedly faulty product to a Dewesoft Service Centre together with the confirmed Warranty certificate or original invoice. The buyer shall notify the repairer on the alleged defect.

If the Manufacturer receives notice of a defect or non-conformance during the applicable Warranty period, the buyer must ensure a traceable return of the unit with full description of the failure to the authorized Dewesoft Service Centre.

The Manufacturer and Dewesoft Service Centre reserve the right to charge a fee for examining and testing hardware not covered by the Warranty. Further, the Warranty does not include any transportation or shipping costs.

The Warranty may be exercised only if the product is delivered to the repairer before the lapse of the Warranty Period, whereby the Manufacturer will repair or replace the affected product.

Repaired or replaced hardware will be warranted for the remainder of the original Warranty period. If the Manufacturer elects to repair or replace the product, the Manufacturer may use new or refurbished parts or products that are equivalent in performance, reliability and functionality to the original part or product.

6. Definitions, Limitations and Exclusions of the Warranty 6.1. The Warranty only applies if products have been purchased through an authorized Dewesoft Distributor or Dewesoft company.

6.2. This Warranty covers the initial End User only and is not transferable, including if the product is resold.

6.3. This Warranty does not include and cover onsite repairs, service or installation, or shipping costs.

6.4. The Warranty shall apply to Instruments only and shall not apply to or cover items such as, but not limited to: Instrument housings, All hard drives, Accessories, Adaptors, Batteries (Batteries are covered by our Limited Warranty, up to 6 months), Cables, Cameras, Cases (Pelican and others), Current Clamps, Computers (including S-BOX and KRYPTON-CPU), Controllers, Data Storage Devices, Electronic accessories, IMU's, Mounts, Navigational, Promotional products, RAM (Random Access Memory), Rogowski coils, Sensors, Shakers, SSDs, Switches, Transducers, used and/or demo items, products under development and alpha (α) versions, any consumable components,... in general all products which are not produced at location of DEWESoft d.o.o. izdelava programske opreme in proizvodnja elektronskih komponent, Gabrsko 11a, 1420 Trbovlje (Warrantied product). Additionally, all 3rd party products are excluded from Warranty.

6.5. The Manufacturer is only able to covers Dewesoft products with its product Warranty, the scope of which does not extend to connected devices or the results of connected devices.

6.6. The Manufacturer and/or the Seller does not guarantee that any software would correspond to the specific requirements of the Buyer, neither that it shall work with any hardware or software of other manufacturers, nor that the software shall work without defects.

6.7. The Buyer determines suitability of all product usage and assumes all risk and liability. Under no circumstances will the Manufacturer and/or the Seller be liable in any way for damages, including any injury, loss or damage, lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use, the Manufacturer products.

6.8. The Manufacturer and/or the Seller reserve the right to change the conditions and content of Terms of Warranty without previous notice, therefore this document is provided "as is" and is subject to change, without notice, in future editions. The Manufacturer and/or the Seller reviews this document carefully for technical accuracy; however, the Manufacturer and/or the Seller makes no express or implied warranties as to the accuracy of the information contained herein and shall not be liable for any errors.

6.9. The Manufacturer's products specifications, performance, and functionality are verified on a product-by-product basis. While we verify proper operation of products that are connected in a standard manner, we expect the customer to do so themselves when connecting the Manufacturer's products to products of other companies.

The Warranty shall not be applicable in the following events:

- 6.10. the Warranty shall not apply when all Terms of Warranty are not fully respected and when terms of Definitions, Limitations and Exclusions of the Warranty occurs;
- 6.11. the Warranty shall not apply when the Warranty period of 7 years, following the date of delivery of the product to the Buyer, has expired;
- 6.12. the Warranty shall not apply to manuals, settings, content or data, regardless whether they were installed with or in the product at or after the sale;
- 6.13. where the product is used in a way contrary to that defined in the product Technical Reference Manual;
- 6.14. the omission of maintenance of the product, as stipulated by the Technical Reference Manual;
- 6.15. fair wear and tear and normal wear of mechanical component or the product due to its use;
- 6.16. improper or inadequate maintenance, installation, repair;
- 6.17. the use of the product for purposes not intended by the product;
- 6.18. use of an improper software key;
- 6.19. incorrect setup of the product;

- 6.20. improper environment; abnormal conditions of operation or handling, improper use or operation outside of the specification for the product; accident, misuse, contamination, alteration abuse, damage due to neglect, and defects arisen without fault of the Manufacturer (e.g. the damages caused by sharp objects, bending, squeezing, drops, water leakage, radiation, etc.);
- 6.21. damage and defects due to natural disasters, war, terrorist attacks, pandemics or act of god (e.g. lightning strikes, earthquakes, fire, floods etc.) or by coincidence;
- 6.22. unexpected or excessive event, damage and defects due to improper voltage (e.g. electric shocks, unexpected voltage changes etc.), transient or surge current etc;
- 6.23. maintenance or any other interference to the product without consent of the Manufacturer or by any person, not authorized by the Manufacturer;
- 6.24. any changes, modifications, repair to the product, not approved by the Manufacturer;
- 6.25. connection of the product with improperly installed or faulty peripherals;
- 6.26. damage and defects due to virus(es) and other malware, as well as due to use of unlicensed software;
- 6.27. any damage and defects due to transportation of the goods;
- 6.28. if the product was not calibrated according to the Terms of Warranty, with valid calibration which we can find in Dewesoft Global product database. In this situation, service will be charge without any reminder.

7. The maintenance time and spare-parts supply:

The Manufacturer shall provide maintenance and spare parts for the product as far as the replacement components are available and for components under the Warranty, limited to the Warranty period of 7 years, following the date of delivery of the product to the Buyer and if all replacement components are available.

In any situation the Manufacturer is not obliged to provide maintenance and spare-parts for the product after the Warranty period of 7 years, following the date of delivery of the product to the Buyer has expired.

Other components that are not under the Warranty Terms, can be provided to the Customer as long as they are available to the Manufacturer.

8. Notice in relation to the defects liability:

The Warranty does not exclude the rights of the Buyer arising from the defects liability.

- 9. Model:** _____
- 10. Serial number:** _____
- 11. Date of delivery:** _____
- 12. The seller (date, stamp, signature):** _____

DEWESoft SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, ARISING FROM ANY CAUSE OR THEORY. AUTHORIZED RESELLERS ARE NOT AUTHORIZED TO EXTEND ANY DIFFERENT WARRANTY ON DEWESoft'S BEHALF.

THE WARRANTY TERMS SHALL IN ALL RESPECTS BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF SLOVENIA. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING IN CONNECTION WITH THIS WARRANTY TERMS, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE FINALLY SETTLED BY THE COMPETENT REGULAR COURT OF SLOVENIA.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND DEWESoft DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. DEWESoft DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. DEWESoft DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

Enclosures:

1. Technical Reference Manual,
2. List of authorised Dewesoft Services Centres.

THE LIST OF AUTHORISED DEWESoft SERVICE CENTRES

- 1. DEWESoft d.o.o. izdelava programske opreme in proizvodnja elektronskih komponent, Gabrsko**
11a, 1420 Trbovlje,
- 2. [•].**