

## WARRANTY AGREEMENT

### 1 **Warranties and Disclaimers**

#### 1.1 Definitions:

- i) Agreement - shall mean this Warranty and Disclaimers Agreement
- ii) End User – shall mean the person or entity to whom the product ultimately is sold and who uses the product on a day-to-day basis
- iii) Distributor – shall mean a sub distributor appointed by Selcoms to handle distribution channels within a specific area or country
- iv) Documentation – with reference to the Warranty and Disclaimers shall mean the current standard specifications as published on our product datasheets from time to time and as was in force at the time of purchase of the product.
- v) Hardware Warranty or Warranty – shall mean this Agreement only whether issued as a stand-alone document or incorporated as an annexure with another agreement
- vi) User Manual – shall mean the official User Manual as issued by Selcoms from time to time and as in effect at the time of the defect occurring.

1.2 Limited Hardware Warranty. Subject to Section 7.4 (Exclusions from the Hardware Warranty) and 7.6 (General Disclaimers), Selcoms warrants and represents that the Hardware (the “**Hardware Warranty**”) shall conform to the applicable published and/or agreed-upon operational specifications set forth in the Documentation and shall be free from defects in material, workmanship, and functionality for a period of thirty six (36) months following the date of purchase of the Hardware by the first End User purchaser of the Hardware (“**Warranty Period**”). The Hardware Warranty is not extended by Selcoms to Distributor but only to the first End User purchaser of the Hardware (or its Affiliate) subject to the ability of the End User to demonstrate the date of original purchase to the reasonable satisfaction of Selcoms. The Hardware Warranty is not assignable or transferable to any Person, including subsequent purchasers, Customers or End Users, unless the written agreement of Selcoms is obtained prior to such transfer. Distributor shall not issue any warranties, guarantees, or licenses with respect to the Hardware which purport to obligate Selcoms to any Person other than the original End User or that purports to modify or extend the Hardware Warranty provided pursuant to this Agreement. Selcoms hereby represents and warrants that Selcoms has all right, title, ownership interest and marketing rights necessary to provide the Products to Distributor; the Products are new and when provided to Distributor will be free and clear of all Liens.

1.3 Initially Defective Hardware. If any Hardware furnished hereunder is initially defective, i.e., defective at the time of delivery (“**DOA**”), Distributor’s sole remedy shall be to return the Hardware to Selcoms. Selcoms will replace the Hardware without charge if returned within the first thirty (30) days after purchase, or will replace or repair at Selcoms’ sole discretion without charge, if returned after thirty days, but within the warranty period. All returns must be returned in the original container and packing with all accessories, instructions and Documentation included. The foregoing constitutes Distributor’s sole remedy with respect to DOA Hardware; Distributor shall have no right to reject all or any part of any shipment of Hardware furnished hereunder because any or all of such Hardware may be DOA. Selcoms

shall bear all costs of return shipment and risk of loss of DOA and in-warranty Products to Selcoms' location and back to Distributor, Distributor's Customers, or End Users as may be specified by Distributor.

1.4 Selcoms Obligations under Hardware Warranty. If, during the Warranty Period, the Distributor or End User notifies Selcoms of a defect or malfunction covered by the Hardware Warranty, Selcoms will repair or replace the Hardware (at its sole discretion) without charge. Selcoms reserves the right to either repair the defective part or supply a replacement or repaired part in lieu of repair, or to credit the purchase price of the defective Hardware. Any service that may be required for specific products required under the Hardware Warranty must be performed by Selcoms' authorized service centres or through Selcoms' contracted maintenance service providers. Any repair or replacement made under the Hardware Warranty will not extend the original Warranty Period. Selcoms' Return Material Authorization ("**RMA**") process as in effect from time to time will be utilized by Distributor or its Customers for fulfilment of Hardware Warranty claims. Risk of loss for Products shipped to Selcoms for warranty Services shall pass to Selcoms upon receipt at the designated repair facility. Risk of loss for Products being returned by Selcoms shall pass to Distributor or other designated recipient upon receipt by such recipient. Distributor agrees to provide reasonable first-level warranty support to its Customers and/or End Users in accordance with Selcoms' then-current applicable RMA process. All warranty claims shall be documented as to the reason for the return by Distributor in accordance with documentation provided by Selcoms as part of its RMA process.

1.5 Exclusions from the Hardware Warranty.

1.5.1 Selcoms will not be responsible for any damage to Hardware caused by ancillary equipment such as chargers not furnished by Selcoms or which do not comply with acceptable standards, which is attached to or used in connection with the Hardware, or for operation of the Hardware with any ancillary equipment, and all such equipment is expressly excluded from this Warranty.

1.5.2 Battery life span is dependent on reasonable usage as specified in our User Manual as issued from time to time. Failure to connect the battery or product that includes the battery to an acceptable quality charging system may cause permanent damage to the battery. Damage to the battery due to incorrect charging or use or a poor quality charging system is specifically excluded from this Hardware Warranty. It is therefore highly recommended that if the Distributor or End User is uncertain that they check with Selcoms whether a specific model charger would cause damage. Where the product is connected to a rectifier or inverter, this should generally not cause any problems.

1.5.3 Notwithstanding any other provisions in this Warranties and Disclaimers Agreement, the Hardware Warranty does not cover:

1.5.3.1 Defects or damage resulting from use of the Hardware in other than its normal and customary manner or from misuse, abuse, accident, corrosion, fire, liquid intrusion, or neglect;

1.5.3.2 Defects or damage from improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment of the Hardware;

- 1.5.3.3 Breakage of or damage to connectors unless caused directly by defects in material or workmanship;
- 1.5.3.4 The Hardware not being operated in accordance with the procedures described in the Documentation and our User Manual;
- 1.5.3.5 Hardware that has been subjected to unauthorized modifications, tampering, disassembly or repairs (including the addition to the Hardware of non-Selcoms supplied equipment if not authorized by Selcoms);
- 1.5.3.6 Hardware which has had the serial number removed or made illegible;
- 1.5.3.7 Hardware that has its seal(s) on non-user serviceable components or modules broken;
- 1.5.3.8 Hardware that has been subjected to illegal or unauthorized alteration of the software/firmware in the Hardware;
- 1.5.3.9 Scratches or other cosmetic damage to Hardware surfaces that does not affect the operation of the Hardware;
- 1.5.3.10 Normal and customary wear and tear;
- 1.5.3.11 Equipment not distributed by Selcoms unless bearing a Betta Batteries or Selcoms alpha-numeric part number (e.g. BB 6 CNFL xxx); however, such equipment may be subject to a warranty provided by its original manufacturer, a copy of which will be provided to Distributor on written request; and
- 1.5.3.12 Warranty claims not made within the applicable Warranty Period.

1.6 Selcoms Support Obligations. In the event support is requested by Distributor or an End User from Selcoms for Products not under warranty or not otherwise covered by a support program, Distributor will be charged at Selcoms' then-current standard rates for such support. All technical information supplied through warranty Services is provided to assist Distributor in problem diagnosis and is not warranted to resolve problems. Selcoms shall have no liability for rendering technical advice, providing facilities or service in connection with the sale or distribution of Products, other than as may be specified in a separate Statement of Work for such services. If requested to provide service or support, Selcoms may recommend an on-site visit by service professionals for detailed technical analysis. If Distributor authorizes on-site visits, Distributor will pay Selcoms' then current time and materials charges. Premium support shall be available at Selcoms' standard charges then in effect.

1.7 General Disclaimers.

1.7.1 The burden of proving that the Hardware Warranty herein applies to a Product rests on the person or entity asserting or relying on such Warranty. Where there is *prima facie* evidence that any of the exclusions stated in this Agreement applies or that any warranty does not apply, the Person asserting such Warranty shall have the burden of disproving such *prima facie* evidence.

1.7.2 UNLESS EXPRESSLY STATED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND

WHATSOEVER, EXPRESS, IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE USE OF REASONABLE SKILL AND CARE ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT. NO ORAL OR WRITTEN REPRESENTATIONS MADE BY SELCOMS OR AN AGENT THEREOF SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SELCOMS DOES NOT WARRANT ANY PRODUCTS THAT HAVE BEEN OPERATED IN EXCESS OF SPECIFICATIONS, DAMAGED, MISUSED, NEGLECTED, OR IMPROPERLY INSTALLED.