

# Vertiq Warranty Policy

## Covered Products

This warranty policy covers Vertiq's production modules and module kits, as well as custom production modules and module kits ("Covered Products"). This warranty policy does not cover prototype units.

## Warranty Coverage

Vertiq warrants the Covered Product to be free of all defects in material and workmanship for 60 days from the date of receipt by customer. This warranty extends only to the original buyer of the material. In no event will the liability exceed the total cost of the Covered Product.

Within the period of this warranty, Vertiq will repair or replace, free of charge, any part proving defective in material or workmanship. If the product is irreparable and Vertiq does not have a replacement part on hand, Vertiq will issue a credit to the buyer to be used on future orders. Vertiq quality control will notify the buyer if the returned item does not qualify due to warranty exclusions listed below.

Warranty repairs and service must be performed by an authorized Vertiq engineer, or at an authorized Vertiq service facility. The timeline for a repair, replacement, or credit issuance shall be agreed upon by Vertiq and the buyer following Vertiq's inspection of the returned product.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by Vertiq except for the following expenses, which shall be assumed by the buyer:

1. RMA return shipment cost

## Warranty Exclusions

This warranty will become void if any of the following conditions are met:

1. Warranty period expiration.
2. Ordinary wear and tear.
3. Damage to product resulting from improper installation, hardware or software modification, or disassembly.
4. Damage to product resulting from improper testing, or abnormal use, including a crash, impact, liquid or dust immersion, and operation in conditions that are outside the product's specifications.
5. Damage to products resulting from accidents or natural disasters.
6. Repair work made by anyone other than a Vertiq authorized service technician.

## Limitation of Damages

In no event shall Vertiq be liable for consequential damages for breach of this warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the buyer.

Vertiq shall not be held responsible for damages caused by improper product use, such as operating the product without adequate protections in place.

By installing and using Vertiq's product on a vehicle, the buyer accepts all resulting liability. Vertiq shall not be held responsible for any damage resulting from improper vehicle operation, faulty installation, or failure of another component.

In the event of a vehicle crash, Vertiq will cover the cost (up to the initial selling price) of the product if its product is at fault. However, Vertiq will not cover the maintenance or replacement of any other part of the vehicle. Additionally, Vertiq will not cover personal injury or property damage costs caused by a vehicle crash.

### **How to Obtain Warranty Service**

If warranty inspections and repairs are to be made at an authorized service center:

The buyer will notify Vertiq of the issue with their purchase and fill out a RMA Request Form with all required information. Vertiq will review the RMA Request Form and upon acceptance, issue a RMA notice for return and a RMA number. The Buyer should carefully pack the Covered Product, preferably in the original packing materials, and deliver it, together with a copy of the original purchase receipt and a copy of the RMA Request Form, to Vertiq headquarters. If the buyer sends the product by U.S. mail, it is recommended that the buyer insure it. Vertiq accepts no liability for products lost or misplaced in shipment. The buyer may only get repairs covered by warranty through coverage performed at Vertiq headquarters.

### **Notice to Buyer**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce the provisions of this warranty. All legal disputes will be handled under Pennsylvania law and any liability will be only up to the cost of the purchased material.

If the buyer disagrees over either's performance under the terms of this warranty, the buyer may submit the matter for resolution to Vertiq. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.

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