

# Greentronics Policies

The below END USER LICENSE AGREEMENT; PRODUCT RETURN, WARRANTY AND LIABILITY POLICY – EXPANDED FORM; and ABBREVIATED END-USER FIRMWARE LICENSE AGREEMENT, WARRANTY AND LIMITED LIABILITY STATEMENT together form the Greentronics “Policies”.

## END USER LICENSE AGREEMENT For the Use of Software and Firmware

By this End User License Agreement (“Agreement” or “EULA”), Greentronics Ltd. (hereinafter the “Company” or “Licensor”) provides a limited non-exclusive license to you, the end-user of this product (hereinafter the “Licensee”) to use the embedded software included on your Greentronics Ltd. product (the “Firmware”), under the terms and conditions stated in this Agreement.

### 1. DEFINITIONS

“Authorized Dealer” shall mean a third-party retailer who has been approved by Greentronics Ltd. to sell products to and/or service products for the end-user(s).

“Documentation” shall mean all manuals and other related materials pertaining to the firmware or product generally, and which are furnished to the Licensee by the Licensor or Authorized Dealer in connection with the purchase of the Product.

“Firmware” shall mean software which is embedded or otherwise written in to the Read-Only Memory of the computer contained within a Greentronics Ltd. product.

“Product” shall mean any item of hardware or software, or any combination thereof which is created by or for Greentronics Ltd. exclusively for the economic use and benefit of the same through sale or licensing to customers and the general public as End-Users and/or Licensees.

“Software” shall mean the program(s) used to operate a computer.

### 2. TERMS

#### A. Grant of License.

In consideration of the purchase price paid by the Licensee to purchase the Product, Licensor hereby grants and Licensee hereby accepts a limited, non-transferable and non-exclusive license to use the Firmware under the terms and conditions described herein. Licensee agrees that it shall not authorize, permit or allow the use or copying of the Firmware by any person or entity except as expressly authorized under this Agreement.

#### B. Use, Copying and Distribution.

Licensee may use the Firmware as permitted by Greentronics Ltd. for the product of which it is a part, and solely for its own internal use. Licensee shall not sell, sublicense, assign, transfer, lease, loan or otherwise distribute the Firmware, or its related hardware components to any other person, organization or entity. Any such action in violation of this paragraph shall constitute a material breach of this Agreement subject only to the provisions of paragraph “M” below.

#### C. Technical Assistance.

Technical Assistance and troubleshooting for firmware issues shall be provided by Licensor in accordance with Licensor’s expanded Product Return, Warranty and Liability Policy.

#### D. No Modifications, Reverse Engineering.

Licensee may not modify, reverse engineer, decompile or disassemble the Firmware or source code or prepare any independent works using licensed components under this Agreement.

#### E. Protection and Security.

Licensee acknowledges that Company is the exclusive owner of the Firmware including any source code or any programs deriving there from.

F. Licensee Responsibilities.

Licensee shall be exclusively responsible for the supervision, management and control of its use of the purchased Product and associated Firmware and this Agreement including, but not limited to: (1) configuring the Product in accordance with all instructions and technical assistance, as applicable, and; (2) implementing sufficient procedures to satisfy Licensee's requirements for security, proper execution of the Firmware, and recovery in the event of a malfunction.

G. Ownership Rights.

Licensor retains all rights, title, interest and other intellectual property rights in and to the Firmware, and any copies thereof. By accepting this license, the licensee does not become the owner of the Firmware. Licensee only acquires the limited right to use the Firmware as set forth in this Agreement. All rights not expressly granted under this Agreement are reserved by Company.

H. Limited Warranty.

Firmware associated with each Product is subject to a Limited Warranty as set out in Company's Expanded Product Return, Warranty and Liability Policy.

I. Limitation of Liability.

Company's sole and entire liability in respect of the Firmware is limited as set out in Company's Expanded Product Return, Warranty and Liability Policy.

J. Acceptance of Terms.

Licensee has no right to install or use the Product except through this license. By installing or using the Product, Licensee accepts and agrees to all of the terms and conditions of this license. Any attempt to install, use or copy the Product or its Firmware in violation of the terms and conditions of this license is prohibited and shall entitle the Licensor to any and all remedies as specified in this Agreement.

K. Termination.

License will terminate automatically at the conclusion of the operational life of the Product. Notwithstanding the foregoing, Licensor may terminate this license at any time for material breach by Licensee upon written notice to Licensee. Notice shall be effective as of the date issued, and continued use after termination will entitle Licensor to remedies as set out below.

L. Remedies.

Licensee agrees that a material breach of this Agreement may cause immediate and irreparable harm to Company which cannot be adequately compensated by monetary damages. Accordingly, any actual or threatened breach of this Agreement shall entitle Company to seek preliminary and permanent injunctive relief in addition to such remedies under law and at equity as may otherwise be available to Company.

M. Assignment, Sublicense or Transfer.

This Agreement and the rights hereunder may not be assigned, sublicensed or transferred by Licensee without the prior written approval of Company.

N. Survival.

Any obligations and duties, which by their nature extend beyond the expiration or termination of this Agreement, including paragraphs "D" and "G" through "J", shall survive expiration or termination of this Agreement.

O. Severability.

If any provision of this Agreement is determined to be unenforceable or invalid by a Court or Tribunal of competent jurisdiction the remaining provisions of this Agreement shall remain unaffected, and of full force and effect.

P. Waiver.

A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by ~~an~~ authorized representatives of the Company and Licensee.

Q. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors and any permitted assigns.

R. Governing Law.

This Agreement shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Licensee expressly agrees that the exclusive jurisdiction of any claim, action, or application arising out of or relating to this Agreement shall be the Courts of Ontario or such Ontario Tribunal as may be ordinarily accorded jurisdiction to resolve disputes under this Agreement.

S. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all proposals oral or written and all other communication relating to the acquisition use and licensing and termination of Firmware as it relates to the Product(s).

## **PRODUCT RETURN, WARRANTY AND LIABILITY POLICY – EXPANDED FORM:**

**Greentronics Ltd. (or “Company”) reserves the right to update this policy from time to time at its sole discretion and without prior notice to dealers and customers.**

### **Standard one-year manufacturer’s warranty:**

Greentronics Ltd. makes every effort to ensure that the highest quality materials and workmanship are used in the manufacturing of all its products and warrants to the end-user that the product shall be free of defects in material and workmanship.

All Company products carry a standard one-year non-transferable manufacturer’s warranty starting on the customer invoice date. Further details regarding what is covered, what is not, what to do in case of defects (within and outside the warranty period) are described below.

### **Limitation of Liability:**

THE ABOVE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, IN RESPECT OF PRODUCTS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, PHOTOGRAPHS, ADVERTISEMENTS OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL CREATE A REPRESENTATION, WARRANTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

COMPANY’S SOLE LIABILITY AND RESPONSIBILITY FOR DEFECTS IN PRODUCTS IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS POLICY COMPANY WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOST DATA OR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING COURT COSTS AND LEGAL FEES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OR SUPPLY OF PRODUCTS OR TECHNICAL ASSISTANCE, COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES

ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OR SUPPLY OF THE PRODUCT GIVING RISE TO THE LIABILITY.

WITHOUT LIMITING THE GENERALITY OF THIS SECTION, COMPANY DOES NOT PROVIDE ANY WARRANTIES OR CONDITIONS FOR ANY SOFTWARE PRODUCTS UNDER THESE TERMS. WARRANTIES AND CONDITIONS, IF ANY, FOR SOFTWARE ARE CONTAINED IN THE APPLICABLE LICENSE OR FIRMWARE AGREEMENT PROVIDED WITH THE PRODUCT.

SOME JURISDICTIONS DO NOT PERMIT SOME OF THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS. THEREFORE THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

### **Technical Assistance:**

The warranty includes free technical assistance, **by telephone or email only**, during the first six (6) months of the warranty term (the "Technical Assistance Period"). Your dealer will provide this assistance. If you purchased your product direct from Greentronics Ltd. directly, Greentronics Ltd. will provide this help. Company reserves the right from time to time and in its sole discretion, to extend the Technical Assistance Period, on notice to you.

User agrees to make complete use of all available technical assistance to overcome issues with product performance or defects. Greentronics Ltd. logs all incoming requests for technical support. Failure to make use of technical support may disentitle User from returning goods under warranty for repairs or for credit as described below under "Return of Goods Policy".

Technical assistance as described above will be provided on an "as is" basis. The User acknowledges that technical assistance provided by phone or email will be provided based solely on the information communicated by the User to Greentronics Ltd. or its authorized representative.

GREENTRONICS LTD. THEREFORE, DISCLAIMS ANY AND ALL LIABILITY FOR ANY TECHNICAL ASSISTANCE PROVIDED BY COMPANY OR ITS AGENT(S).

Greentronics Ltd., in its sole discretion shall have the right, but not the obligation to offer technical assistance "sight un-seen" for installation, set-up, operation, and trouble shooting of any of its products. Greentronics Ltd. may refuse to provide remote technical assistance if, in its sole discretion, the provision of quality technical assistance requires a direct examination of the product.

### **Return of Goods procedure:**

During the first 30 days from the invoice date, you, the User may apply for an agreement to return goods for credit. Goods may only be returned with the prior written

consent of Greentronics Ltd. The steps to follow are described under “What to do in case of unsatisfactory performance or defects?” below.

Greentronics Ltd. reserves the right to withhold a 25% restocking fee. Returned goods must be in “as new” condition. Further deductions may be applied for goods returned in unsatisfactory condition. Damaged goods will be rejected.

To return Products, you must ship the Products to Company in their original condition, and in original packaging or other packaging suitable for that purpose, prepay shipping charges and accept the risk of loss or damage during shipment. Shipping goods to Company for return will constitute your understanding and acceptance of the foregoing.

### **What to do in case of unsatisfactory performance or defects?**

Sometimes problems are not due to product limitations or defects, but due to incorrect wiring connections, set-up issues, or wrong installation or operation. Most of those problems can be solved quickly and without any expense by re-reading the installation and operation manual and, failing that, with technical assistance via telephone or email from your dealer or Greentronics Ltd.

User satisfaction with our product is of primary importance to Greentronics Ltd. From time to time, a product may not perform as expected. If one of its products fails to perform as needed, User may apply for a Return Merchandise Authorization (“RMA”) number during the first 30 days from invoice date. An RMA will only be issued if User has made use of all the technical support that the retailing dealer and/or Greentronics Ltd. has been able to provide. No RMA will be issued and no credit offered prior to the request for, and the provision of technical assistance by either dealer or Greentronics Ltd. Once User has received an RMA, the steps described below must be followed to return the product and be eligible for a credit.

In the event a product proves defective within the warranty period, complete the simple steps described below to qualify for repairs, replacement, or credit as applicable under warranty. Note that the identical process must be followed if you want to have defective products repaired **outside** the warranty period, or if you are returning complete products within 30 days from the invoice date.

1. Within 30 days of reporting the problem, User must request an RMA (Return Merchandise Authorization) number. If you purchased your product through a dealer, you must send this request to the dealer who will complete the steps below for you. If your product was purchased direct from Greentronics Ltd., call or email Greentronics Ltd. with your request. Provide the following details with each RMA request and keep copies with the items you are planning to return:

- Product name, model, serial number, purchase date and invoice number.
- A brief written description of the reason for the return.

2. Once Greentronics Ltd. consents and issues an RMA#, you, the User or your dealer must complete the next few steps:

- Prepare the return shipment by ensuring the items are clean and free of any chemical contamination. This is important! Dirty or contaminated items will not be accepted, and will be returned to the sender at their expense.
- Package the item(s) in a proper box complete with the details you prepared in Step 1.
- Clearly write the RMA# on the outside of the package and send it freight pre-paid to Greentronics Ltd., **75 Arthur St N, Elmira, ON N3B 2A1 Canada.**

3. Once the parcel arrives at Greentronics Ltd., the items will be examined within a reasonable amount of time to categorize the return as:

A) New merchandise return due to unsatisfactory performance

B) Warranty Repair (also see “What is not covered under this warranty” below)

C) Out of Warranty Repair.

For A): The item(s) will be examined for cleanliness, contamination and damage, then tested thoroughly to determine functionality. If necessary, repairs and adjustments will be made to bring the item(s) back to original specifications. Labour and parts costs plus a restocking fee will be applied against any credit. A cheque for the net credit will be issued to you.

For B): The item(s) will be examined for cleanliness and contamination. At its discretion, Greentronics Ltd. will repair or replace the item(s) with a comparable item at no charge and prepare a return to the customer via prepaid freight. The returned item(s) will carry the remainder of the warranty period. Note, labour and return freight charges will be invoiced in cases where items returned under warranty show no fault after diagnostic tests.

For C): After an examination for cleanliness and contamination, the item(s) will go through diagnostic tests to determine the reason for the defect. A repair estimate including estimated return freight costs will be prepared and communicated to you. At that point you must decide and inform Greentronics Ltd. within five business days whether the item(s) are to be repaired, returned “as is”, or scrapped. Any repairs must be prepaid according to the estimate. Greentronics Ltd. will not return repaired items until all taxes and charges have been paid in full. All repaired or replaced out of warranty item(s) will carry a 90-day warranty from the date of return to you.

**What is not covered by this warranty?**

During this warranty period, Company will, at its sole option, repair or replace defective Products. Notwithstanding the foregoing, damage due to shipping the Products to you is not covered under this warranty. This warranty also does not cover damage due to external causes, including without limitation wear and tear, accident, abuse, misuse, use or care not in accordance with Product documentation or acts of God. Company will repair or replace Products that conform to this Product, Return, Warranty and Liability Policy, and which are returned to Company in accordance with the applicable instructions above and any other instructions for returning goods as may be provided from time to time. If Company repairs or replaces any Product, its warranty term is not extended, except as described herein. Additional warranties may also be provided by the suppliers of non-Company branded Products in the documentation for such Products. Company is not liable or responsible for such additional warranties.

Any repairs or modifications made to the product without prior written authorization from Greentronics Ltd. or its Authorized Representative will void the warranty.

Sonar sensors with signs of mechanical damage may not be returned for replacement under warranty.

Load cells carry load restrictions, which must never be exceeded. These limits are stated on the load cells and in the users' manual. Failure of load cells due to overloading, and any costs related to replacement and reinstallation are NOT covered under warranty.

Greentronics Ltd.' systems and products may be installed by Greentronics Ltd., resellers or dealers ("Authorized Representatives"), purchasers or parties hired by the purchasers. You agree that that you will pay Greentronics Ltd. for technical assistance unless the following conditions are met:

1. The failure of the system is during the Warranty Period and is solely related to installation work.
2. Greentronics Ltd. was primarily responsible for the product installation.
3. Greentronics Ltd. was remunerated for installation services.

### **No Deemed Waiver**

Failure or delay on the part of the Company in enforcing any of the terms and conditions of this Product Return, Warranty and Liability Policy shall not constitute a waiver of those terms and conditions, individually or collectively.

### **Inconsistency and Avoidance of Conflicts**

In the event that any provision of this Warranty and Limited Liability Statement conflicts or is otherwise inconsistent with this Return Policy, this Return Policy will govern to the extent of the inconsistency.

### **Acceptance of Terms**

This “Product Return, Warranty and Liability Policy” and the “End User License Agreement for the Use of Firmware” (collectively the “Product Administration Agreements”), together form a legal Agreement between Company, any distributor or Original Equipment Manufacturer, as applicable and the end-user of the Product. Parties to this Agreement are responsible to read, understand and abide by all terms, conditions and warranties contained in these Product Administration Agreements. Installation, use or distribution of any Greentronics Ltd. Product shall constitute acceptance of and agreement to all terms.

**Abbreviated End-User Firmware License Agreement, Warranty and Limited Liability Statement; full length version available at [www.greentronics.com/Downloads/](http://www.greentronics.com/Downloads/)**

**IMPORTANT! PLEASE READ BEFORE YOU INSTALL OR USE A PRODUCT OR SERVICE FROM Greentronics Ltd. (the “Company”):** Your installation or use of a product(s) or service(s) provided by Greentronics Ltd. will constitute your agreement to all terms and conditions contained in the “Policies”. The **Policies** include the expanded full length End-User Firmware License Agreement as well as the Product Return, Warranty and Limited Liability Statements. Company will repair or replace Products in accordance with this Abbreviated End-User License Agreement, Warranty and Limited Liability Statement and our expanded **Policies** available on our website. Greentronics Ltd. is pleased to provide a hard copy of the expanded **Policies** on request.

## **1. DEFINITIONS**

“Firmware” shall mean software which is embedded or otherwise written in to the Read-Only Memory of the computer contained within a Greentronics Ltd. product.

“Software” shall mean the program(s) used to operate a computer.

“Product” shall mean any item of hardware or software, created by or for Greentronics Ltd. exclusively for the economic use and benefit of same through sale or licensing to customers and the general public.

“Service” shall mean action(s) taken by Greentronics Ltd. in support of its products including installation assistance, troubleshooting and technical support in person, by phone, email, fax or any other method.

## **2. WARRANTY**

Greentronics Ltd. warrants to the End-User of each Product that such Product will be free from defects in materials or workmanship from the date of purchase for a period of one (1) year (the “Warranty Period”).

During this warranty period, the Company will, at its option, repair or replace defective Products or defective components thereof. This warranty is limited to the cost of the repaired or replaced product and does not cover time, labour, travel, shipping or any other expenses incurred by the Company and its OEM partners, distributors, dealers, customers and suppliers in meeting obligations herein. This warranty also does not cover damage due to external causes, including wear and tear, accident, abuse, misuse, or use or care not in accordance with Product documentation. Products for repair or replacement must be returned to Company in accordance with our Return Policy. Repair or replacement will not extend warranty except as referenced in the Return Policy. Additional warranties may be provided by suppliers of non-Company branded Products in the documentation for such Products. Company is not liable or responsible for such warranties.

## **3. LIABILITY**

THE ABOVE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES

AND CONDITIONS, EXPRESS OR IMPLIED, IN RESPECT OF PRODUCTS OR SERVICES, INCLUDING, IMPLIED WARRANTIES, CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

COMPANY'S SOLE LIABILITY AND RESPONSIBILITY IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS STATEMENT. COMPANY WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOST DATA OR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OR SUPPLY OF PRODUCTS OR SERVICES, COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PRODUCT OR SERVICE IN QUESTION.

SOME JURISDICTIONS DO NOT PERMIT SOME OF THE FOREGOING EXCLUSIONS, CONDITIONS OR LIMITATIONS. THEREFORE THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

#### **4. Agreements Incorporated by Reference**

This Abbreviated End-User License Agreement, Warranty and Limited Liability Statement and the "**Policies**" including their respective terms form parts of the same Agreement. Together, the "**Policies**" constitute the entire Agreement between You and Greentronics Ltd. in respect of warranties, representations and liability.

#### **5. Inconsistencies and Avoidance of Conflicts**

Notwithstanding section 4, in the event that any provision of this Abbreviated version conflicts or is inconsistent with our "**Policies**", the "**Policies**" will govern to the extent of the inconsistency.