

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

**Greentronics Ltd. (or “Company”) reserves the right to update this policy (the ”Return 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., 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., Attn. Product Returns, 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.