

## DekTec – Terms of Warranty 2023

In the terms below, DekTec Digital Video B.V. and its subsidiaries, including DekTec America Inc. and DekTec UK Ltd., will be collectively referred to as “DekTec”.

These Terms of Warranty apply to the DekTec hardware product(s) purchased by the purchaser. These terms do not apply to any DekTec software products, which products are covered by a separate End User License Agreement, warranty, or other document.

If these terms are not acceptable, the purchaser should not install or use any portion of the product, and return the entire product to the seller immediately. By using the product, the purchaser agrees to the following:

1. For a period of 24 months from the date of delivery to the purchaser, DekTec guarantees that the product will be free of defects due to bad components or bad workmanship in the manufacturing process that result in product failure during normal usage. If the purchaser has agreed or purchased a warranty extension from DekTec related to the product, the warranty period for that product shall be extended by the number of extra warranty months purchased under that warranty extension, and all references herein are modified accordingly. If the product purchased is a used or demonstration unit, the warranty period shall be reduced from 24 months to 12 months, and all references herein are modified accordingly.
2. DekTec will remedy defects that qualify either, at DekTec’s sole option, by repairing the defective product or by replacing it free of charge, provided that the defect is not caused by one of the conditions listed in Article 3. If a replacement of the defective product is not available, such as due to a discontinuation of the manufacture of the product, DekTec may replace the product with a product of substantially similar quality and functionality, as determined in the reasonable discretion of DekTec.
3. The faults covered by this warranty exclude defects or damages attributable to installation, abnormal use, misuse, neglect, alteration, abuse, exposure to moisture, improper use of an electrical source, operator error, undue physical or electrical stress, noncompliance with any instructions provided by DekTec, normal surface weathering, or defects or damages caused by accidents or fire or other casualty, or any other causes or occurrences beyond DekTec’s control.
4. The repair or replacement of a defective product will be carried out by DekTec at one of DekTec’s sites or by one of DekTec’s authorized agents or distributors at their respective location. In order to have a defective product covered under this warranty repaired or replaced, the purchaser will follow the following procedures:
  - a. Initially, the purchaser must contact the seller from whom the purchaser acquired the defective DekTec product, who may be DekTec itself, or an authorized agent or distributor of DekTec. The seller will provide initial support regarding any defects or questions.
  - b. If the defect cannot be remedied through this initial support process, the seller will provide the purchaser information on where the product may be sent for repair or replacement, and provide an RMA number assigned by DekTec to identify the warranty service request. The purchaser will ship the product to the designated address with the assigned RMA number. The seller may require that the product be first returned to the seller before being sent to DekTec.
  - c. Assuming the warranty applies and is still in effect, DekTec shall – at its option – repair or replace a returned product within a maximum of three weeks after DekTec has received the

product. These three weeks shall not include any time that the product is held by an agent or distributor of DekTec before being sent to DekTec.

- d. The purchaser is responsible for shipping the defective product to DekTec's site. DekTec will arrange for shipment back to the purchaser free of charge if the repair or replacement is covered by this warranty. However, DekTec will be responsible for the cost of shipping the defective product to DekTec's site if the product is reported as Dead on Arrival (DOA) within 30 working days from the delivery of the product to the purchaser and returned to DekTec within seven days from the issuance of the RMA number. In this instance, at DekTec's option, the seller of the product may handle the shipping of the product or DekTec may instruct the purchaser to ship the product and subsequently provide reimbursement for reasonable shipping charges.
  - e. Labor to remove and reinstall a defective product is not included in this warranty, and will be at purchaser's expense.
5. The defective product must be shipped to DekTec for repair or replacement prior to the expiration of the 24-month warranty period, as indicated by a valid post-mark or other evidence, for this warranty to apply.
  6. Only the defective DekTec product should be returned to DekTec. DekTec is not responsible for other products or accessories returned with the defective product.
  7. The defective product shall be accompanied by a clear error description that enables DekTec to reproduce the fault.
  8. If DekTec finds that a supposedly defective product returned to DekTec is fully functional and operating normally, DekTec may at its discretion charge a EUR 200 or USD 200 inspection fee and all shipment costs. DekTec typically will not charge the inspection fee and shipment costs unless there are multiple unwarranted returns of Components by a customer.
  9. This warranty is extended only to the original purchaser of the product, and is nontransferable. There are no third-party beneficiaries.
  10. If the DekTec product has been integrated with other materials into an integrated system, this warranty does not extend to any other components of the integrated system or the integrated system as a whole. The faults covered by this warranty expressly exclude defects or damages attributable to improper installation of the DekTec product into the integrated system by a seller other than DekTec, incompatibility of the DekTec product with the other components of the integrated system, or defects or damages due to any other misuse, neglect, or alteration by a seller other than DekTec who integrates the DekTec product into the integrated system, or any other noncompliance by the seller with any instructions provided by DekTec.
  11. DekTec is not responsible or liable for any data stored on any product that is lost, deleted, or is otherwise inaccessible. Data may be deleted from the product during repairs. The purchaser should remove or make a backup copy of any data stored on the product prior to sending the product to DekTec, any of its agents or distributors, or any other seller. DekTec will preserve the electronic licenses for any DekTec software products that are stored on a defective product, but is not responsible or liable related to any other electronic licenses.
  12. THE ENTIRE LIABILITY OF DEKTEC WITH RESPECT TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE OF THE DEFECTIVE DEKTEC PRODUCT. IN NO EVENT SHALL DEKTEC OR ITS AGENTS OR EMPLOYEES, BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, INFORMATION, GOODWILL, PROFIT, WORK STOPPAGE, DATA, BUSINESS OR REVENUE) ARISING OUT OF THE USE OF, OR INABILITY TO

USE THIS PRODUCT OR ARISING OUT OF ANY DEFECT IN THE PRODUCT, EVEN IF DEKTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. DEKTEC IS NOT LIABLE IN ANY MANNER RELATED TO PRODUCTS OTHER THAN THOSE PRODUCTS SOLD BY DEKTEC (INCLUDING ANY OTHER COMPONENTS COMBINED WITH A DEKTEC PRODUCT INTO AN INTEGRATED ITEM), AND DEKTEC CANNOT BE HELD LIABLE FOR DAMAGE DONE TO OR CAUSED BY THIRD PARTY PRODUCTS.

13. OTHER THAN AS SPECIFICALLY SET FORTH ABOVE, DEKTEC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE REGARDING THE PRODUCT; AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING (WITHOUT LIMITATION) ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY DEKTEC.
14. This warranty gives the purchaser specific legal rights. Some states and countries may have laws that provide additional rights or restrict the application of certain provisions of this warranty.
15. The parties hereby agree as follows:
  - a. If the DekTec product is purchased from DekTec Digital Video B.V. or DekTec UK Ltd., then (i) the parties agree that this warranty shall be interpreted under and governed by the laws of the Netherlands, without reference to its conflict of law rules, and (ii) in the event of any dispute between the parties, the parties irrevocably submit to the personal jurisdiction of a court with appropriate subject matter jurisdiction in the Netherlands, waive any objection to jurisdiction or venue in such courts, and waive any claim that such forum is an inconvenient forum. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
  - b. If the DekTec product is purchased from DekTec America Inc., then (i) the parties agree that this warranty shall be interpreted under and governed by the laws of the State of Colorado, U.S.A., without reference to its conflict of law rules, and (ii) in the event of any dispute between the parties, the parties irrevocably submit to the personal jurisdiction of the state and federal courts of Colorado, U.S.A., waive any objection to jurisdiction or venue in such courts, and waive any claim that such forum is an inconvenient forum. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.