

SAFE FLEET WASTE AND RECYCLING DIVISION LIMITED PRODUCT WARRANTY

Effective Date: January 07, 2021

Seon System Sales Inc. or its designated applicable affiliate ("FleetMind") warrants the systems, cameras and components listed below against defects in workmanship and materials, but solely as expressly set forth (and subject to the terms and conditions provided) below; provided, further, that (i) such defects appear or are discovered within the respective periods specified below and (ii) the purchaser of such products notifies FleetMind of such defects in writing within thirty (30) days of the appearance or discovery of such defects. The warranty period start date is the first day of the month following the shipping date.

- One (1) year on all cameras, cables, sensors, GPS, cellular and RFID antennas.
- Two (2) years on VPKG-DVR system. Including Trek 674 DVR, Trek-306 Monitor, and not including cables and harnesses
- One (1) year on VPKG-RFID system. Including Alien ALR-9680 or Alien ALR-F800, PN7-915PT RFID antenna and POE1248DR power adapter, and not including cables and harnesses.
- Three (3) years on VPKG-FZM1 and VPKG-FZG1 systems. Including Panasonic FZ-M1 or FZ-G1 tablets, and not including cables and harnesses
- One (1) year on VPKG-TRACK system. Including the Calamp LMU3640, and not including cables, harnesses and RFID antenna.
- Two (2) years on VPKG-SSV9 video recorder. Including the SSV9 DVR, and not including cables and harnesses.

If FleetMind repairs any hardware component which is out of warranty, FleetMind warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired hardware component to customer by FleetMind, and provided further that the purchaser of such products notifies FleetMind of such defects within thirty (30) days of the appearance or discovery of such defects. **Note: This warranty does not cover equipment and component removal or replacement labor regardless of cause.**

Subject to the terms and conditions listed below, during the relevant warranty period, FleetMind will repair, replace, or refund the purchase price for the defective product, whichever FleetMind considers to be appropriate in the circumstances, in FleetMind's sole and absolute discretion, free of charge, any defective products returned prepaid. In the event, the purchaser has a problem with any FleetMind product, please call 1.888.514.7443 or email FMSupport@safefleet.net and request a RETURN MATERIALS AUTHORIZATION (RMA) NUMBER from the Support Department. Be sure to have the model number, serial number and the nature of the problem available. Prior written authorization (including an RMA number) MUST be obtained from FleetMind prior to (and as a condition to) any and all returns, exchanges, or credits. ITEMS SHIPPED TO FLEETMIND WITHOUT A CLEARLY IDENTIFIED RMA NUMBER PREVIOUSLY ISSUED BY FLEETMIND MAY BE REFUSED BY FLEETMIND IN ITS SOLE AND ABSOLUTE DISCRETION.

Products returned to FleetMind as provided above will be tested by FleetMind to verify the existence and extent of possible defects. Upon verification of a defect by FleetMind, the product will be repaired or exchanged by or on behalf of FleetMind, or the purchase price will be refunded or credited to the customer's account, at the sole option of FleetMind. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. FleetMind reserves the right to refund the purchase price, or to issue a credit only, in lieu of replacement. FleetMind may use new or refurbished replacement parts for repairing its products, at its sole and absolute discretion. FleetMind may replace an entire unit with an equivalent model, at its sole and absolute discretion. If a unit is exchanged, the returned product shall become the property of FleetMind and the replacement product becomes the property of the purchaser, and the remainder of the warranty that applied to the returned unit from the original purchase shall apply to the replacement product. Replacement units may be new units, or units that have been repaired to full factory specifications, at FleetMind's discretion. If FleetMind finds that the returned product is in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder, component, or system (each, a "product"), and customer notifies FleetMind of such defect in writing within sixty (60) days of:

- a) the date of installation of such product, if FleetMind performed such installation; or
- b) the date of shipment of such product to the customer by FleetMind, if FleetMind did not perform such installation,

and the customer requests advance replacement of such product by FleetMind, FleetMind will replace such product without charge in advance of return of such product by customer to FleetMind provided that if customer has not returned the defective product to FleetMind within sixty (60) days of the date of shipment by FleetMind of the advance replacement, then FleetMind will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement, and the customer shall pay to FleetMind the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with FleetMind regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed-upon credit terms:

THIS WARRANTY SHALL NOT APPLY:

- a) to any equipment, components, or other products or items not supplied by FleetMind;
- b) to computer equipment (such as, but not limited to, monitors, printers, servers and laptops) supplied by FleetMind but not manufactured by FleetMind, it being understood and agreed that the customer must contact the original manufacturer of such equipment for applicable warranty terms and service;
- c) to any equipment, components, or other products or items which, in whole or in part, directly or indirectly, shall have been: (i) operated in excess of rated capacity, or (ii) subject to any negligence, accident, or damage arising in any manner from circumstances beyond FleetMind's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without FleetMind's express prior written authorization, misuse, vandalism, fire, floods or acts of nature, or otherwise, in all such cases so as to have affected the same adversely, in FleetMind's sole and absolute judgment and discretion;
- d) to equipment, components, or other products or items that were installed utilizing installation products not supplied by FleetMind;
- e) if the warranty seal on the DVR or other applicable equipment, component or other product or item has been broken or tampered with;
- f) if the serial number for the product or other applicable equipment, component or other item has been altered in any way;
- g) if the product or other applicable equipment, component or other item has been operated outside of the specified Operating Environment specified in the applicable FleetMind User's Manual for same, or not in accordance with FleetMind's written instructions as to the storage, installation, commissioning, operation, use or maintenance of same, or if the customer makes further use of same after delivering the applicable notice of defect required above; or
- h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of non- defective cameras or components, all of which are for the account of the customer.

CERTAIN DISCLAIMERS

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FLEETMIND EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY, NON-INFRINGEMENT, OR FITNESS FOR PURPOSE, ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING, AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, ANY WARRANTIES WITH RESPECT TO ANY EQUIPMENT, COMPONENTS, OR OTHER PRODUCTS OR ITEMS MANUFACTURED BY A THIRD PARTY.

Any description of the goods or services, whether in writing or made orally by FleetMind or FleetMind's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by FleetMind or FleetMind's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless expressly and specifically confirmed to be such in writing by FleetMind. Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom.

PURCHASER'S EXCLUSIVE REMEDY AND FLEETMIND'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. FLEETMIND SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY FLEETMIND, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF FLEETMIND HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, except to any extent strictly prohibited by applicable law, FleetMind specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. In no event shall FleetMind's total liability for any damages to purchaser or any other person or entity in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable, that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of FleetMind.

The information contained herein is subject to change without notice.

PROVISIONS APPLICABLE ONLY TO U.S. CUSTOMERS

For each customer whose mailing address is in the United States, FleetMind's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the State of WASHINGTON without giving effect to the conflict of laws rules thereof. The Superior Court of Washington for Whatcom County and U.S. District Court for the Western District of Washington (the "U.S. Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to the exercise by the U.S. Closed Courts of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the U.S. Closed Courts, waives any obligation to venue in any action or proceeding regarding FleetMind products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser or FleetMind. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

PROVISIONS APPLICABLE ONLY TO NON-U.S. CUSTOMERS

For those customers whose mailing address is in Canada or another location outside the United States, FleetMind's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to the exercise by the Canadian Closed Courts of jurisdiction over it.

The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding FleetMind products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser or FleetMind. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

EXTENDED WARRANTY FOR CERTAIN PRODUCTS

The following extended warranty ("Extended Warranty") provisions apply only to products ("Extended Warranty Products") in respect of which FleetMind expressly and specifically has offered, and the customer expressly and specifically has purchased, the Extended Warranty as a separate product from FleetMind. Solely upon payment in full for the Extended Warranty by such customer, and in such case solely with respect to such Extended Warranty Products, if any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

FleetMind warrants the Extended Warranty Products against defects in workmanship and materials, provided that such defects appear or are discovered within the extended warranty period set forth in the applicable Extended Warranty purchase documentation executed by the customer and FleetMind, and provided further that the purchaser of such products notifies FleetMind of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

- a) FleetMind will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;
- b) normal wear and tear IS covered, including replacement of hard drives if necessary;
- c) the parts and repair labor required to complete all warranted repairs are included;
- d) FleetMind will arrange and pay the cost of ground freight between customer's location and the FleetMind U.S.A. service facility (or such other location) as is designated by FleetMind in the relevant Return Material Authorization issued by FleetMind in respect of such Extended Warranty Product; and
- e) as determined by FleetMind in its sole and absolute discretion, FleetMind may elect to pay freight, brokerage and/or duty costs to bring the defective goods to Canada, if required.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to FleetMind at: FMsupport@safefleet.net.

The purchaser reporting an Extended Warranty issue may request FleetMind to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

If FleetMind elects to pay the cost of freight in accordance with clause (e) above, FleetMind will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the purchaser of the Extended Warranty Product. Advance replacements will not be provided under any circumstances.

A renewal or extension of the Extended Warranty is not automatic and will only be granted at the sole and absolute discretion of FleetMind, which (if so granted) must be expressly and specifically confirmed by FleetMind in writing.

TECHNICAL SUPPORT CONTACTS

FleetMind Customer Support is the main point of contact.

Hours of operation: Monday – Friday, 8:00 AM to 8:30 PM Eastern Standard Time.

Phone: 1.888.514.7443

Email: FMsupport@safefleet.net

After-Hours Support

- After-Hours Support is only meant to address Severity 1 operational issues (as defined in the FleetMind Support Level Agreement: SLA). It is not meant to handle any unplanned maintenance or migration activities.
- In case of a Level 1 Severity during After-Hours Support, please use the subject "URGENT" in your email to ensure proper prioritization.

Creating a support case

Support cases are created by sending an email to FMsupport@safefleet.net. When sending an email, please summarize the nature of the Incident or Service Request in the Subject field to properly reflect its level of urgency and include the following information in the email:

- Account Name
- Serial number(s) of the component(s) needing support or repair
- Error code/description of the issue you are experiencing
- Troubleshooting steps taken to date
- Vehicle Number.