

## **SECTION 1 – RVS LIMITED WARRANTY**

Rear View Safety LLC (“RVS” or “Warrantor”), a subsidiary of Safe Fleet Acquisition Corp. (“Safe Fleet”), warrants to the original purchaser (“Customer”) of the new (not used) equipment and parts manufactured and sold by RVS to such Customer (collectively, the “Products”) that each of such Products will be free from manufacturing defects for the applicable period set forth in Section 2 below, in each case commencing on the Warranty Start Date (as defined below), provided that such Product is used under conditions of normal use, that regular periodic maintenance and service is performed, and that such Product was installed in accordance with the instructions published by Warrantor (or its applicable affiliate), and all in accordance with the Product Documentation (as defined below) and subject to the other terms and conditions set forth below (this “RVS Limited Warranty”).

“Warranty Start Date” means the date Customer purchases the Product.

This RVS Limited Warranty is not transferable for any reason, including in the event the applicable Product is sold, traded, transferred or otherwise disposed of in any manner by the original purchaser to another party.

## **SECTION 2 - APPLICABLE WARRANTY PERIODS**

- 2.1 All Products sold by Warrantor – 1 year, except to the extent otherwise mutually agreed by the parties in writing.
- 2.2 When Warrantor replaces any part which is a component of a product listed above in this Section 2, the warranty period for such replacement part equals the warranty period remaining on such product at the time of such part replacement (i.e., furnishing the replacement part does not extend the original warranty period or start a new warranty period), but in no event extending beyond 90 days after the delivery date of such part, and is subject to all other terms and conditions of this RVS Limited Warranty.
- 2.3 Extended warranty may be available for certain Products at additional cost and subject to additional terms.

## **SECTION 3 – CERTAIN EXCLUSIONS FROM WARRANTY**

- 3.1 This RVS Limited Warranty does not cover normal maintenance, service or adjustments, nor does it cover damage to Products relating to any of the following, as determined by Warrantor in good faith:
  - a. Accident, alteration, misuse, negligence, abuse, vandalism or physical damage;
  - b. Any repair, replacement or alteration by a facility not approved in advance by Warrantor;
  - c. Improper installation (including electrical damage caused by improper installation) or failure to follow installation instructions provided by Warrantor;
  - d. Use inconsistent with the instruction manual, safety warnings, product labeling, datasheets, specification sheets and/or other installation, use, operation and technical documentation provided and/or published by Warrantor or its applicable affiliate (collectively, “Product Documentation”);
  - e. Use of equipment or parts not manufactured by Warrantor;
  - f. Fire, explosion, implosion, flood, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature;
  - g. Exposure to excessive heat, other severe environmental conditions, or unintended uses and/or substances;
  - h. Exposure to chemicals or other substances (other than cleaning agents specifically recommended in the Product Documentation);
  - i. Acts or omissions of any carrier delivering any Products;
  - j. Any failure to care for or maintain any Product in accordance with the Product Documentation;
  - k. Wear and tear;
  - l. Use after partial failure or use with improper accessories.

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## **SECTION 4 – CERTAIN ADDITIONAL CONDITIONS OF WARRANTY**

**4.1 In addition to the other exclusions, limitations, exceptions, qualifications and conditions set forth herein, this RVS Limited Warranty is conditioned upon, and will be invalidated by failure to comply (as determined by Warrantor in good faith) with any of, the following conditions:**

- a. All Products, and all ancillary equipment, components and parts, must be installed in accordance with the Product Documentation.
- b. Regular maintenance and service must be performed on all Products, in accordance with the Product Documentation.
- c. Products must be put to their intended use, in accordance with the Product Documentation.
- d. Replacement parts must be manufactured by Warrantor.
- e. Complete compliance with the claims procedure set forth in Section 5 below.
- f. Warrantor must have received full and timely payment of all invoices issued to Customer.

## **SECTION 5 - NOTICE OF CLAIMS AND REPLACEMENT POLICY**

**5.1** Claims under this RVS Limited Warranty must be in writing, following the RMA process set forth below, and presented within the applicable warranty period set forth in Sections 1 and 2 above. All claims must include the serial number of the applicable Product, the name of the Customer (which must be the original purchaser), and the date (as to which Warrantor may require written evidence) the alleged defect was discovered. Within 30 business days of receiving a written claim pursuant to this Section 5.1, a member of Warrantor's staff will contact Customer and arrange for a time and place for a Warrantor representative to inspect the applicable Product, if necessary, and/or Warrantor may require the return of the applicable Product. For clarity, in addition to the other provisions of this Section 5, all RVS Limited Warranty claims **MUST** be fully approved by Warrantor, in its sole discretion, prior to the commencement of any repair or replacement work in respect of such claims.

If Warrantor instructs Customer to return any Product to Warrantor, the item will be assigned a Return Material Authorization ("**RMA**") number and must be returned to Warrantor, insured, and with transportation charges prepaid by Customer, within 30 days of the RMA number being assigned. If the item is not returned within such 30-day period, this RVS Limited Warranty automatically will terminate (and Warrantor will have no further liability or obligation) with respect to that Product. The RMA number should be clearly visible on the outside of the package. A packing slip with a description of the nature of the return and the RMA number should be included with the package. Action taken by Warrantor on returned products could be delayed if an RMA number is not assigned.

**5.2** After a representative of Warrantor inspects the applicable Product or otherwise assesses the problem, Warrantor will determine and take appropriate action (if any), in its sole discretion, to remedy the alleged problem. If the claim is for a manufacturing defect, Warrantor must be satisfied, in its sole discretion, that such Product was defective at the time it left Warrantor's factory. If Warrantor determines that a Product is not covered by this RVS Limited Warranty (and not otherwise eligible for exchange or credit) the customer will be notified and have 30 days to request repair or replacement at Customer's expense (at Warrantor's then-current pricing, or other pricing mutually agreed by the Parties in writing), or request the return of the Product. Some older Products may not be repairable due to unavailable or discontinued parts from vendors, and Warrantor will have no obligations or liability with respect to any of same.

**5.3** In some cases, at Warrantor's discretion and subject to availability, and subject to the remainder of this Section 5.3, Warrantor may provide a temporary loaner for a Product that is returned to Warrantor for repair or servicing. Warrantor may put a hold on Customer's credit card/account for the value of the loaner equipment. If Customer fails to return the loaner to Warrantor within 30 days of receipt, then Warrantor may charge Customer's card (or invoice Customer for, and Customer agrees to, within 30 days of receipt of such invoice, pay Warrantor for) the purchase of such loaner.

**5.4** This RVS Limited Warranty does not cover labor, unless otherwise agreed by Warrantor in writing in its sole discretion. In any event, without limiting the foregoing, Warrantor will not reimburse any labor connected with the removal or reinstallation of adhesives, decals, stickers, tapes, etc., and any authorized reimbursement will be for actual repair time only (and will not cover travel to or from the vehicle location) and will be limited to the maximum reimbursement rate and time allowance parameters then in effect for Warrantor, which may be obtained from Warrantor upon request.

## **SECTION 6 – REMEDY**

6.1 Customer's sole and exclusive remedy under this RVS Limited Warranty is the repair or replacement of Products, as determined by Warrantor in its sole discretion, subject to the terms and conditions of this RVS Limited Warranty.

## **SECTION 7 –SHIPMENTS**

7.1 Warrantor will ship all Products repaired or replaced pursuant to this RVS Limited Warranty at Warrantor's expense and at Customer's sole risk, and Warrantor assumes no responsibility for loss or breakage in transit. Claims for product damaged in shipping must be filed with the transportation company. Warrantor reserves the right to refuse credit for items returned to Warrantor that are damaged due to improper packing as determined by the transportation company claims representative.

7.2 For all repaired and replacement Products shipped outside of the United States under this RVS Limited Warranty:

- a. Customer / recipient is responsible for all taxes, levies, customs fees, import duties and the like imposed by the destination country.
- b. Customer / recipient is responsible for assuring lawful importation into the destination country.
- c. Recipient is the importer of record and must comply with all laws and regulations of the destination country.
- d. Product Documentation may not be in destination country languages.
- e. Products, Product Documentation and other accompanying materials may not be designed in accordance with destination country standards, specifications, and labeling or other requirements.
- f. Service / labor to repair or replace any Product or part thereof (whether configured or non-configured) is not covered (except that it is covered solely in Canada and solely in the case of configured parts).

## **SECTION 8 - LIMITATION OF LIABILITY**

8.1 THIS RVS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND WITH RESPECT TO PRODUCTS AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN ANY MANNER RELATED TO ANY PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND NO DEALER, DISTRIBUTOR OR OTHER SUPPLIER OF PRODUCTS OR ANY OTHER PARTY HAS THE AUTHORITY TO MODIFY OR AMEND THIS RVS LIMITED WARRANTY IN ANY RESPECT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF WARRANTOR (WHICH WARRANTOR MAY WITHHOLD AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION).

8.2 IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH DAMAGE WAS FORESEEABLE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN ALL CASES WHETHER AS THE RESULT OF OR BASED ON ACTUAL OR ALLEGED BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING ANY FORM OF NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PRODUCT(S) OR PARTS, LOSS OF TIME, PROFITS, SALES OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DEATH OR PERSONAL INJURY, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS RVS LIMITED WARRANTY OR ANY OBLIGATIONS HEREUNDER.

8.3 NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY PRODUCT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON BY ANY CUSTOMER OR ANY OTHER PARTY, OR BE DEEMED PART OF THIS RVS LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN WARRANTOR AND ANY CUSTOMER.

8.4 WARRANTOR RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THIS RVS LIMITED WARRANTY AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, PROVIDED THAT ANY SUCH MODIFICATION OR DISCONTINUANCE WILL BE EFFECTIVE ONLY WITH RESPECT TO ANY

**PRODUCT PURCHASED AFTER SUCH MODIFICATION OR DISCONTINUANCE HAS OCCURRED. IN ADDITION, WARRANTOR RESERVES THE RIGHT TO CHANGE ITS PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR DESIGN, MATERIAL COMPOSITION AND/OR COMPONENTS) FROM TIME TO TIME WITHOUT NOTICE AND WITH NO OBLIGATION TO MAINTAIN SPECIFIC SPARE PARTS OR TO MAKE CORRESPONDING CHANGES IN WARRANTOR'S PREVIOUSLY MANUFACTURED PRODUCTS.**