



## Limited Product Warranty

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*Safe Fleet's video and telematics products and services are sold and delivered under a variety of brand names, including Safe Fleet®, Seon®, FleetMind® and MobileView®. These brands and associated businesses are owned and operated through Safe Fleet Acquisition Corp. and its wholly-owned subsidiaries, including FleetMind Seon Solutions, Inc., Seon Systems Sales, Inc. and Seon Design (USA) Corp.*

Seon Systems Sales Inc. or its designated applicable affiliate ("Seon") 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 Seon of such defects in writing within thirty (30) days of the appearance or discovery of such defects:

- Three (3) years from date of purchase, parts and repair labor on all MobileView Recorders, Cameras, and Accessories
- Three (3) years from date of purchase, parts and repair labor on all Seon brand and C3Q/C3W Cameras
- Three (3) years from date of purchase, parts and repair labor on the HX, NX, NH, DH, TH, TL series Digital Video Recorders (Mobile DVR Systems)
- Three (3) years from date of purchase, parts and repair labor on Mobile DVR Systems hard drives (HDD) and solid state drives (SSD)
- Three (3) years from date of purchase, parts and repair labor on SRC-MODEM-3, SRC-MODEM-S-3, SRC-ROUTER-4, SRC-ROUTER-S-4
- One (1) year from the date of purchase, parts and repair labor on SRC-MODEM-2, SRC-MODEM-S-2, SRC-ROUTER-2, SRC-ROUTER-S-2, SRC-ROUTER-3, SRC-ROUTER-S-3
- One (1) year from the date of purchase, parts and repair labor on all hand-held portable service monitors
- Two (2) years from date of purchase, parts and repair labor on all Driver-Assist and Public Display monitors
- One (1) year from the date of purchase, parts and repair labor on all SD card storage media
- Two (2) years from date of purchase, parts and repair labor on inView 360™ Around Vehicle Monitoring Systems (including cameras, ECU, and wiring)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® and other wireless products and the Predictive Stop Arm system.
- One (1) year from date of purchase, parts and repair labor on the DS2 system, LMU, Student Tracking RFID readers and Mobile Data Terminal (MDT) hardware products
- One (1) year from date of purchase, parts and repair labor on all other products and accessories.

If Seon repairs any camera or component which is out of warranty, Seon 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 camera or component to customer by Seon, and provided further that the purchaser of such products notifies Seon 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, Seon will repair, replace, or refund the purchase price for the defective product, whichever Seon considers to be appropriate in the circumstances, in Seon's sole and absolute discretion, free of charge, any defective products returned prepaid. In the event the purchaser has a problem with any Seon product, please call and request a RETURN MATERIALS AUTHORIZATION (RMA) NUMBER from the Service Department. Please call 1.844.899.7366 or 604.941.0880 and ask for the Service Department. Be sure to have the model number, serial number and the nature of the problem available for the customer service representative. Prior written authorization (including an RMA number) MUST be obtained from Seon prior to (and as a condition to) any and all returns, exchanges, or credits. ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RMA NUMBER PREVIOUSLY ISSUED BY SEON MAY BE REFUSED BY SEON IN ITS SOLE AND ABSOLUTE DISCRETION.

Products returned to Seon as provided above will be tested by Seon to verify the existence and extent of possible defects. Upon verification of a defect by Seon, the product will be repaired or exchanged by or on behalf of Seon, or the purchase price will be refunded or credited to the customer's account, at the sole option of Seon. 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. Seon reserves the right to refund the purchase price, or to issue a credit only, in lieu of replacement. Seon may use new or refurbished replacement parts for repairing its products, at its sole and absolute discretion. Seon 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 Seon 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 Seon's discretion. If Seon 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 Seon of such defect in writing within sixty (60) days of:

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

and the customer requests advance replacement of such product by Seon, Seon will replace such product without charge in advance of return of such product by customer to Seon provided that if customer has not returned the defective product to Seon within sixty (60) days of the date of shipment by Seon of the advance replacement, then Seon 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 Seon the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with Seon 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 Seon;
- b) to computer equipment (such as, but not limited to, monitors, printers, servers and laptops) supplied by Seon but not manufactured by Seon, 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 Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon'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 Seon'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 Seon;
- 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 Seon User's Manual for same, or not in accordance with Seon's oral or 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, SEON 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 Seon or Seon'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 Seon or Seon'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 Seon. 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 SEON'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. SEON 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 SEON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF SEON 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, Seon 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 Seon'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 Seon.

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, Seon'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 Seon products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser or Seon. 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, Seon'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 Seon products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser or Seon. 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 Seon expressly and specifically has offered, and the customer expressly and specifically has purchased, the Extended Warranty as a separate product from Seon. 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.

Seon 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 Seon, and provided further that the purchaser of such products notifies Seon of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

- (a) Seon 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) Seon will arrange and pay the cost of ground freight between customer's location and the Seon U.S.A. service facility (or such other location) as is designated by Seon in the relevant Return Material Authorization issued by Seon in respect of such Extended Warranty Product; and
- (e) as determined by Seon in its sole and absolute discretion, Seon 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 Seon at: [ptsupport@safefleet.net](mailto:ptsupport@safefleet.net).

The purchaser reporting an Extended Warranty issue may request Seon 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 Seon elects to pay the cost of freight in accordance with clause (e) above, Seon 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 Seon, which (if so granted) must be expressly and specifically confirmed by Seon in writing.