

Version Control: 28062021

Limited Warranty Agreement

Congratulations on your purchase of one or more products from BRP Corporation Pty Ltd (BRP). Only those BRP products listed on the invoice that you received from BRP, or its authorized reseller are covered under this Limited Warranty and Technical Support Agreement (this "Warranty Agreement"). If the products come from BRP, whether directly or through an authorized reseller, then the term "BRP," as used herein, means BRP Corporation Pty Ltd. By using any of the products that are covered by this Warranty Agreement, you agree to be bound by the terms and conditions set forth herein.

Limited Hardware Warranty

Subject to all the terms and limitations set forth elsewhere in this Warranty Agreement, BRP provides a limited warranty that covers the hardware and printed materials that BRP ships as part of its products (the "Hardware Warranty").

What Is Covered: The Hardware Warranty covers only material defects in the hardware, software media, and printed material shipped as part of BRP's products (each, a "Defect").

For How Long: The Hardware Warranty is effective for twelve (12) months from the date on which BRP first ships the corresponding product (or any part or portion thereof) for the electronic PCB and software and six (6) months for all other hardware items. Further, for each hardware product that is repaired or replaced by BRP pursuant to the Hardware Warranty, the Hardware Warranty will remain effective for the longer of

- (i) the remainder of the term set forth above and
- (ii) three (3) months following the date on which BRP first ships the repaired or replaced product.

What BRP Will Do: BRP's sole obligation under the Hardware Warranty is, at BRP's option, to either repair or replace the hardware or modify the software, or printed material that contains the Defect, or refund (or cause the authorized reseller to refund) the purchase price of the corresponding BRP product in exchange for your return of that product. BRP may use refurbished items and/or substantially similar items to satisfy its obligations hereunder.

What You Must Do: If, during the applicable Hardware Warranty period, you believe you have discovered a Defect, please contact BRP Customer Support using the applicable contact information listed at [www. https://safety-shovel.com/support/](https://safety-shovel.com/support/). Complete the RMA form and email to support@safety-shovel.com. If BRP Customer Support believes that there is a Defect in the hardware, software media, or printed material that is covered by the Hardware Warranty and BRP Customer Support cannot resolve that Defect remotely, then BRP Customer Support will ask that you complete the RMA form located at <https://safety-shovel.com/support/> and email the completed form to support@safety-shovel.com. BRP will issue you a Return of Material Authorization ("RMA") number for tracking purposes. Any item that is returned without an RMA number may be refused by BRP and returned to you at your sole cost and expense. All defective hardware and software media that is returned to BRP must be shipped so that the product will not be damaged during transit. Units packaged incorrectly may be damaged in shipping, which will invalidate the Hardware Warranty with respect to those units and may cause you to incur a repair or replacement charge. The assigned RMA number must be clearly posted on the outside of the box. You are solely responsible for all packing, shipping, and insurance costs, as well as all taxes, tariffs, and duties (collectively, "Shipping Costs"), due in connection with your return of any hardware or software media, and you assume the risk of loss and damage for all such items in transit to the shipping address specified by BRP Customer Support. Except as otherwise provided below, BRP is solely responsible for all Shipping Costs due in connection with BRP's return of any repaired or replacement units of hardware or software media under the Hardware Warranty, and BRP assumes the risk of loss and damage for all such items in transit to your return address. If returned hardware or software media is determined by BRP to not contain a Defect or otherwise not be covered by the Hardware Warranty, then BRP may, at its option, charge you for any related costs incurred by BRP, including but not limited to Shipping Costs. Further, if BRP must return any repaired or replacement units to a location outside of the country in which the hardware or software media was originally purchased, then BRP may, at its option, charge you for any Shipping Costs incurred by BRP in connection with that return.

IMPORTANT:

Further, except as expressly set forth in a written agreement that has been signed by BRP, and to the extent permitted by applicable law, BRP will have no liability for any use or disclosure of your Confidential Information.

Limited Software Warranty

Subject to all the terms and limitations set forth elsewhere in this Warranty Agreement, BRP provides a limited warranty with respect to its Software (the "Software Warranty"). The term "Software" refers to software and firmware programs that are licensed to you by BRP.

What Is Covered: The Software Warranty only covers the most current General Availability (GA) version of the Software and the most current Early Adopter (EA) version of the Software. Further, the Software Warranty only covers programming defects and errors in the Software that materially and adversely affect the operation of the Software in accordance with its documentation (each, an "Error

For How Long: The Software Warranty is effective for twelve (12) months from the Delivery Date. The term "Delivery Date," as used herein, means the first date on which BRP (i) has shipped the media containing the corresponding Software or has made it available for electronic download and (ii) has provided you with any license key needed to download, install, and/or activate such Software.

What BRP Will Do: BRP's sole obligation under the Software Warranty is to use commercially reasonable efforts to correct or provide a work around for each Error.

What You Must Do: If, during the applicable Software Warranty period, you believe you have discovered a Defect, please contact BRP Customer Support using the applicable contact information listed at [www. https://safety-shovel.com/support/](http://www.safety-shovel.com/support/). Complete the RMA form and email to support@safety-shovel.com. If BRP Customer Support believes that there is a Defect in the software that is covered by the Software Warranty and BRP Customer Support cannot resolve that Defect remotely, then BRP Customer Support will ask that you complete the RMA form located at <https://safety-shovel.com/support/> and email the completed form to support@safety-shovel.com, BRP will issue you a Return of Material Authorization ("RMA") number for tracking purposes. Any item that is returned without an RMA number may be refused by BRP and returned to you at your sole cost and expense. All defective hardware and software media that is returned to BRP must be shipped so that the product will not be damaged during transit. Units packaged incorrectly may be damaged in shipping, which will invalidate the Hardware Warranty with respect to those units and may cause you to incur a repair or replacement charge. The assigned RMA number must be clearly posted on the outside of the box. You are solely responsible for all packing, shipping, and insurance costs, as well as all taxes, tariffs, and duties (collectively, "Shipping Costs"), due in connection with your return of any hardware or software media, and you assume the risk of loss and damage for all such items in transit to the shipping address specified by BRP Customer Support. Except as otherwise provided below, BRP is solely responsible for all Shipping Costs due in connection with BRP's return of any repaired or replacement units of hardware or software media under the Hardware Warranty, and BRP assumes the risk of loss and damage for all such items in transit to your return address. If returned hardware or software media is determined by BRP to not contain a Defect or otherwise not be covered by the Hardware Warranty, then BRP may, at its option, charge you for any related costs incurred by BRP, including but not limited to Shipping Costs. Further, if BRP must return any repaired or replacement units to a location outside of the country in which the hardware or software media was originally purchased, then BRP may, at its option, charge you for any Shipping Costs incurred by BRP in connection with that return.

IMPORTANT:

Further, except as expressly set forth in a written agreement that has been signed by BRP, and to the extent permitted by applicable law, BRP will have no liability for any use or disclosure of your Confidential Information.

Technical Support

Subject to all the terms and limitations set forth elsewhere in this Warranty Agreement, BRP will provide you with technical support services to assist you with the installation, operation, and/or configuration of each BRP product that you have purchased or licensed, and to assist you with any Defects or Errors that you believe you have identified ("Technical Support"). Technical Support will only be provided for so long as that product is covered under the Warranty, and you must be registered with BRP as the original owner/licensee of that product to receive Technical Support. Except as otherwise determined by BRP in its sole discretion, all Technical Support will be provided remotely (e.g., via telephone and/or email). Further, except as otherwise determined by BRP in its sole discretion, Technical Support will only be provided between the hours of 8:00 AM to 5:00 PM Australian EST, Monday through Friday, excluding religious and national holidays ("BRP Business Hours"). To locate the applicable contact information for BRP Customer Support, please visit our website at <https://safety-shovel.com/contact/>.

Response Times

BRP's targeted response times with respect to any Defects or Errors that you report to BRP Customer Service is as follows:

- Confirmation of receipt of warranty request: 24 hours
- Resolution of warranty requests: 7 business days (Excluding shipping of replacement product if required).

Extended Warranty

You may renew the Hardware and Software Warranty for one or more additional, successive twelve (12) month terms, subject to your payment of the applicable renewal fees and subject to the following conditions and limitations:

- Renewal fees will be as determined by BRP from time to time in its sole discretion.
- Renewal terms must be continuous with no gaps in coverage. Any reinstatement of warranty coverage after a gap is subject to BRP's approval and, if granted, you will be required to pay an additional warranty reinstatement charge, as determined by BRP.
- Except as otherwise set forth in a written agreement signed by BRP, all the terms, conditions, and limitations set forth in this Warranty Agreement will apply with respect to each such renewal.
- BRP may, at any time and in its sole discretion, cease offering renewal terms for any Hardware Warranty or Software Warranty, refuse to renew any Hardware Warranty or Software Warranty, or condition any such renewal upon your acceptance of terms and conditions that are in addition to, or different than, the terms and conditions set forth in this Warranty Agreement.

Limitations**What Is Not Covered**

In addition to all other limitations set forth in this Warranty Agreement, the Hardware Warranty and the Software Warranty do not cover:

- Products with missing or altered serial numbers.
- Products for which BRP (or BRP's authorized reseller, if applicable) has not received full payment in accordance with the applicable payment terms.
- Lost or stolen products.
- Problems that result from:
 - a) external causes such as accident, abuse, misuse, or problems with electrical power;
 - b) servicing not authorized by BRP;
 - c) failure to perform commercially reasonable preventative maintenance; or use of accessories, parts, components, or software not supplied by BRP.
 - d) Problems that are first reported after the effective period of the applicable Hardware Warranty or Software Warranty.
 - e) Repairs Do Not Extend Warranty Periods: Except as otherwise expressly provided above with respect to hardware products, the effective periods of the Hardware Warranty and the Software Warranty will not be extended as the result of any repairs, replacements, Error corrections, or Software updates provided hereunder.
 - f) Not Transferable: The Hardware Warranty and the Software Warranty only apply to the original purchaser of the BRP product(s). Neither the Hardware Warranty nor the Software Warranty may be assigned or transferred, directly or indirectly, by operation of law or otherwise. Upon any transfer of an BRP product to a third party, any corresponding Hardware Warranty and/or Software Warranty will lapse automatically.

Disclaimer of warranties:

To the maximum extent permitted by applicable law, except as expressly set forth herein, all hardware, software media, printed materials, software and third party software provided by BRP or its resellers as part of or in connection with any BRP product (collectively, the "BRP materials") are provided "as is", and BRP and its suppliers and licensors do not make and specifically disclaim all express and implied warranties of every kind relating to the BRP materials and/or use of the BRP materials (including, without limitation, actual and implied warranties of merchantability, fitness for a particular purpose, and non-infringement), as well as any warranties that the BRP materials (or any elements thereof) will achieve a particular result or will be uninterrupted or error-free.

Limitations on liability:

To the maximum extent permitted by applicable law, in no event will BRP be liable under any theory of liability for any consequential, indirect, incidental, special, punitive, or exemplary damages of any kind, including, without limitation, damages arising from loss of profits, revenue, data, or use, or from interrupted communications or damaged data, or in connection with customer's acquisition of substitute goods or services, or any such damages arising from breach of contract or warranty, or from negligence or strict liability, even if BRP or any other person has been advised or should know of the possibility of such damages. Without limiting the foregoing, BRP's maximum aggregate liability in connection with this warranty agreement and/or in connection with any BRP materials (or your licensing, purchase, or use thereof) will not exceed the total amount paid by you for the corresponding BRP product(s). The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

Unauthorized Persons Cannot Change Terms: Additional statements by agents, employees, or resellers of BRP do not constitute warranties by BRP, do not bind BRP, and may not be relied upon. This Warranty Agreement may only be amended by a written agreement signed by both parties and their associated authorised representative.

Governing Law:

This Warranty Agreement and the rights and obligations of the parties hereunder will be governed by and construed in accordance with the laws of Victoria Australia.

Any dispute between the parties regarding the Warranty Agreement or any of the BRP Materials that cannot be resolved by the parties will be resolved by final and binding arbitration. Such arbitration will be conducted in the English language by, and in accordance with the then-current rules of, the applicable arbitration organization in Victoria Australia, and will be held in the applicable geographic region of Victoria Australia. Each party waives any right to adjudicate any such dispute in any other court

Severability:

If any provision of this Warranty Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Warranty Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by applicable law. Survival: This of this Warranty Agreement will survive any expiration or termination of this Warranty Agreement for any reason and continue in full force and effect in perpetuity.