

MXD INNOVATIONS LTD WARRANTY POLICY

MXD INNOVATIONS LTD warrants that the purchased product is at the time of its original purchase free of defects in design, material and workmanship.

You will find herein/below all MXD INNOVATIONS LTD warranty policy details offered by MXD INNOVATIONS LTD. This warranty is given only to the original purchaser of the product.

A product that has been scratched, dropped, alteration, attacked, infringed, misuse or abused may not be returned under any circumstances. for all other products; if the item is returned in the original packaging and in the new untouched status we will exchange into another MXD INNOVATIONS LTD product. Of course all costs of returning the product is on behalf of the return sender.

This Warranty Policy is an essential part of the Terms & Conditions of MXD INNOVATIONS LTD

I. WARRANTY DEFINITION:

MXD INNOVATIONS LTD provides this warranty to buyers who purchased the MXD INNOVATIONS LTD product (product) from MXD INNOVATIONS LTD. MXD INNOVATIONS LTD products are guaranteed against all manufacturing or material defects (defect) for the warranty period as defined below.

MXD INNOVATIONS LTD products are compliant with their description and specifications; it is your responsibility to ensure that the products you purchase are compatible for the intended use.

II WARRANTY PERIOD:

The warranty period starts at the date of purchase of the product. the product may consist of several different parts and different parts may be covered by different warranties periods (please report to "warranty period").

- The different warranties period is:
twelve (12) months for all MXD INNOVATIONS LTD sensors, SDR devices Passive/Non Transmitting mobile devices, including telephones, smartphones, bodycams, tablets, laptops and navigation systems, -sos, tracking system, and six (6) months for accessories like car chargers, headphones, bluetooth speakers, bluetooth headphones, screen protectors, power banks, phoneholders, speakerphones and charging units, etc.(whether included in the mobile device sales package or sold separately). The warranty does not affect the legal rights of customers under applicable local or national laws governing the sale of customer goods.

To the extent permitted by national laws, the warranty period will not be extended, renewed or otherwise affected due to subsequent resale, repair or replacement of the product.

However, part(s) repaired or replacement product(s) during the warranty period will be warranted for the remainder of the original warranty period provided replacement or repair has been performed by MXD INNOVATIONS LTD or an authorized MXD INNOVATIONS LTD reseller.

Nothing in this warranty policy can exclude or limit these statutory provisions.

III REPAIR OR REPLACEMENT:

Throughout the warranty period MXD INNOVATIONS LTD or its authorized reseller will, -at their discretion -, without charge and subject repair or replace a defective product. repair or replacement may involve the use of functionally equivalent reconditioned unit.

MXD INNOVATIONS LTD will return the repaired product or replaced with another functional equivalent product to the customer in good working condition. all replaced faulty parts or components will become the property of MXD INNOVATIONS LTD.

This warranty applies only to the hardware components of the product as originally supplied and does not apply to any software or other parts or equipment.

If MXD INNOVATIONS LTD repairs or replaces the product, the repaired or replaced product shall continue to be warranted for the remaining time of the original warranty period.

Before returning any unit for service, be sure to backup data and remove any confidential, proprietary, or personal information from the device. MXD INNOVATIONS LTD is not responsible for the damage to or loss of any programs, data, or removable storage media where you do not back-up your data.

All MXD INNOVATIONS LTD devices is warranted against defects in material or workmanship for 30 days from the date of purchase. Warranty claims of customers regarding their MXD INNOVATIONS LTD product are to be made through the authorized MXD INNOVATIONS LTD reseller where purchased or by our Support Center warranty is only valid with proof of purchase from the authorized MXD INNOVATIONS LTD reseller. The MXD INNOVATIONS LTD warranty program does not cover any defects due to improper installation or fit

IV THE WARRANTY DOES NOT COVER:

- damages due to transportation
- damages due to storage
- damages due to improper use of the products and poor maintenance
- damages due to non-observance of the instructions or restrictions for use of the product as defined in the products owner manual
- damages due to hacking, malware, infringement, spyware, etc, etc.
- damages due to the products normal wear and tear
- damages due to non-observance of the instructions for maintenance as defined in the products owner manual
- damages due to modification of the products
- damages due to any impact caused by sharp items, due to torsion, compression, a fall greater than 1.8 m., an abnormal impact or other actions that cannot be under MXD INNOVATIONS LTD's reasonable control.
- damages with, in or on the glass of the display.

V THIS WARRANTY SHALL NOT APPLY IF THE DEFECT IS CAUSED BY ANY OF THE FOLLOWING:

- a) the product serial number, the accessory date code, the IMEI number, water indicator or the warranty seal has been removed, erased, defaced, altered or is illegible; or
- b) deterioration of the product due to normal wear and tear; or
- c) use other than in accordance with the user manual, submersion in water as explained at the maximum warranty product details per MXD INNOVATIONS LTD device, prolonged exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accidents, forces of nature, or other actions beyond the reasonable control of MXD INNOVATIONS LTD (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by defects in materials or workmanship. This warranty does not cover physical damage to the surface of the product including but not limited to scratches on the display, camera lens; or

- d) the defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been used in equipment other than those for which it has been specified; or
- e) the defect was caused by a defective function of the cellular network or other system; or
- f) the product software needs to be upgraded due to changes in cellular network parameters; or
- g) the defect was caused by the fact that the product was used with or connected to an accessory not approved or provided by MXD INNOVATIONS LTD or used in other than its intended use and where it can be shown by MXD INNOVATIONS LTD that such defect is not the fault of the product itself; or
- h) the defect was caused by the fact that the product was misused or became unusable due to an attack or hacking from third parties. This hacking can be done directly by a device but also by a server on which the device is attached. (charging or replay)
- i) when the product is being dropped out of hand without falling straight with the back of the product on a straight surface, when product has been dropped on a sharp surface or has been in contact with a sharp matter or surface; or
- j) sold via an un-authorized seller, previously owned customer or sold in another country than customer is from ,or products being used; or
- k) performance issues or incompatibilities caused by editing of the registry settings, modifications of the operating software or third party application downloads. using custom operating system software may cause your device and application to work incorrectly.
- l) if the product has been re-exported from its original destination country to another country, the product may contain country specific elements that are not considered to be a defect under this warranty.
- m) the warranty does not affect the legal rights of customers under applicable local or national laws governing the sale of customer goods.

VI THE CURRENT WARRANTY IS NOT APPLICABLE IF :

- a) Misuse or abuse of the product;
- b) It's not allowed (without any written consent from MXD Innovations LTD) to lend or handover highly sensitive or intellectual property related software and vital components to third parties , - whether or not an impartial (government) agency or a commercial institution -, due to the high impact of the surveillance solutions and trademark violations. The IP rights belong exclusively to MXD Innovations LTD B.V. and it is therefore entitled to watch over any infringement of its rights. By violation the warranty provision, no claim and or refund can ever be made.
- c) Deterioration of the product due to normal wear and tear
- d) Willful damage or negligence by the end user or any third party other than MXD INNOVATIONS LTD or an authorized service agent of the product;
- e) The product was used in a manner for which it was not intended, or where MXD INNOVATIONS LTD can show that such defect is not the fault of the product itself.
- f) The product has become a victim of an attack, hacking, eavesdropping, or tempering, no claim and or refund can ever be made.
- g) The product is not returned in its original packaging, if it has been modified or repaired by any person or entity other than MXD INNOVATIONS LTD or an authorized MXD

INNOVATIONS LTD

reseller;

- h) The product has been repaired with unauthorized spare parts, no claim and or refund can ever be made.

VII WARRANTY ENFORCEMENT:

In case of defect, MXD INNOVATIONS LTD agrees to accept the claim, replace or repair the product at no charge for the end-user and return it. This shall be determined in the sole discretion of MXD INNOVATIONS LTD or his authorized reseller, unless this is impossible or disproportionate. The remedy will be deemed to be disproportionate by MXD INNOVATIONS LTD if it imposes costs on MXD INNOVATIONS LTD which, in comparison with the alternative remedy, are unreasonable, taking into account:

- the value of the goods would have if there were no defect,
- the significance of the defect,
- whether the alternative remedy could be completed without significant inconvenience to the customer.

MXD INNOVATIONS LTD agrees that all repair or replacement of the product will occur within a reasonable period and without any major inconvenience for the customer, taking account of the good kind and its fitness for purpose.

The customer is not entitled to have the contract rescinded if the defect is minor.

For all warranty claims, please produce the product and the proof of purchase to the authorized MXD INNOVATIONS LTD reseller. provide the following information:

- model number
- serial number
- imei number
- location of sold product
- description of product problem
- contact name, phone number & email
- receipt or creditcard number of purchase
- the signed "repair receipt certificate"

VIII USAGE OF DEVICES:

Although MXD INNOVATIONS LTD is very pride on its products and has attempted to provide the highest grade of quality, it still may be possible that you will experience problems. for more information about the warranty, please check our warranty policy.

MXD INNOVATIONS LTD assumes no liability for any accident, injury, death, loss, or other claim related to or resulting from the use of this product. the user should be fully responsible for the use of the product in a safe and normal manner without risking it's life. in no event MXD INNOVATIONS LTD shall be liable for incidental or consequential damages relating to or resulting from the use of this product or any of its parts. MXD INNOVATIONS LTD advices to use the products as recommended by the law and regulations of your local country. in some countries, non handsfree calling or setting navigation destination when driving, is illegal or require governmental permission.

VIII LIMITATION OF LIABILITY:

To the extent permitted by national laws, the present warranty is exclusive and in lieu of all other warranties. MXD INNOVATIONS LTD shall not be held liable for any consequential damages / accidents/abuse including but not limited to loss of chance or profits, loss of savings or revenue, loss of data, punitive damages, Loss of use of the product or any associated facilities, cost of capital, cost of any substitute equipment or facilities, downtime, the claims of any third parties, including customers, and injury to property, resulting from the purchase or use of the product or arising from breach of the warranty, breach of contract, negligence, strict tort, or any other legal or equitable theory, even if MXD INNOVATIONS LTD knew of the likelihood of such damages. MXD INNOVATIONS LTD shall not be liable for delay in rendering service under the limited warranty, or loss of use during the period that the product is being repaired.

The end-user understands and agrees that MXD INNOVATIONS LTD has no liability for any damage or destruction to end-user electronic device(s) or other personal property that are contained inside or outside the product, including, without limitation, sensors, mobile devices/bodycams or any loss of data contained in the same.

In case MXD INNOVATIONS LTD will be liability under or in connection with this warranty, contract, tort (including negligence) or otherwise MXD INNOVATIONS LTD shall be strictly limited to either the amount actually paid by the end-user for the product or MXD INNOVATIONS LTD recommended re-sale price of the product, whichever is lower.

X. IN THE EVENT OF PRODUCT FAILURE, THE CUSTOMER SHOULD TAKE THE FOLLOWING ACTION:

- a) contact the reseller where the product was purchased .

XI. APPLICABLE LAW.

This Warranty Policy is governed by the laws of England and Wales and the court in Geneva (WIPO), with English as its process language.