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EIN No. 43-207 6510

- a) Brigade Electronics Group Plc and its subsidiaries (including, for the avoidance of doubt, Brigade Electronics Inc.) ("**Brigade**", "**us**", "**our**") warrant, subject to any product specific warranty given by Brigade in respect of the products and subject to any local laws applicable to any of our subsidiaries supplying the products to you, that its products are free from material defects in material and workmanship for the Warranty Period and that its services will be provided using reasonable care and skill. The "Warranty Period" is the standard warranty period for the various categories of products supplied by Brigade and the Warranty Period for each product is as set out below. The Warranty Period shall start upon the date of the invoice rendered by Brigade in relation to the particular product or the date of performance of the services unless otherwise agreed in writing by Brigade. THIS WARRANTY IS SUBJECT ALWAYS TO THE PROVISIONS OF BRIGADE'S STANDARD PRODUCT INFORMATION AND WARRANTY CONDITIONS.
- b) Unless any additional specific warranty terms applicable to any specific category of products are confirmed by Brigade in writing, the warranty set at (a) above is the sole warranty and quality assurance provided by Brigade. BRIGADE GIVES NO OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR OTHER ASSURANCES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, THEIR MARKETABILITY, MERCHANTABILITY, QUALITY OR FITNESS FOR USE OR FITNESS FOR ANY PARTICULAR PURPOSE OR COMPATIBILITY WITH CUSTOMER OR THIRD PARTY PRODUCTS OR SYSTEMS, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.. The warranties set forth herein are in lieu of, and exclusive of, all other warranties, express or implied by law.
- c) Any software incorporated into Brigade's products will be subject to an end user licence agreement which will be provided with the product or software concerned and/or made available on our corporate website at [brigade-electronics.com](http://brigade-electronics.com).
- d) If Brigade replaces a product pursuant to a valid warranty claim:
  - a. the Warranty Period for the replacement product will either be a period equal to the remaining Warranty Period for the replaced product or six months, whichever is longer;
  - b. the removal of the defective product and installation of the replacement product are for you to arrange at your own cost.
- e) For purposes of Brigade's official warranty documentation, unless indicated otherwise, "you" shall mean the person who or firm that purchases the products or services from Brigade.
- f) Full details of Brigade's terms and conditions can be found here: <https://brigade-electronics.com/terms-conditions/>.

## BRIGADE OFFICIAL WARRANTY DOCUMENTATION (US)

### **BRIGADE STANDARD WARRANTIES**

#### **1. LIFETIME REPLACEMENT WARRANTY (COVERS PRODUCT FOR THE LIFE OF THE VEHICLE)**

bbs-tek® White sound ® reversing alarms

Self-adjusting backalarms

#### **2. 5 YEAR REPLACEMENT WARRANTY**

Backeye®360 camera system ELITE range camera monitor systems (including Backeye®)

#### **3. 3 YEAR REPLACEMENT WARRANTY**

SELECT range camera monitor systems (including Backeye®)

644 MDR mobile digital recorders, IP cameras and accessories (excluding hard disk drives (HDD))

Ultrasonic object detection systems (including Backscan®, Frontscan®, Sidescan® (including Sidescan Predict and Sidescan Flex), Cornerscan® and Stepscan™)

Backsense® radar object detection systems Digital wireless camera monitor connection

#### **4. 2 YEAR REPLACEMENT WARRANTY**

641 MDR mobile digital recorders, IP cameras and accessories (excluding hard disk drives (HDD))

Camera monitor system ancillaries

Ultrasonic object detection on-screen display

Ultrasonic object detection ancillaries and extras

Alarm ancillaries

Backchat® Speaking alarms

Vehicle intercom

QVS Quiet vehicle sounder

#### **5. 1 YEAR REPLACEMENT WARRANTY**

ESSENTIAL camera monitor systems (including Backeye®)

ZoneSafe® RFID systems

MDR hard disk drives (HDD)

All products aside those specifically listed above

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### 6. 1 YEAR SERVICES WARRANTY

Installation and fitting services supplied by Brigade

### EXTENDED WARRANTIES

Extended warranties for the products set out below ("**Extended Warranty Products**") can be purchased by you within 30 days of the date upon which the Extended Warranty Product was purchased if such Extended Warranty Products are bought and used in the United States. Brigade's standard product and services warranties can be extended for a period of up to a maximum of 5 years, so long as the relevant Extended Warranty Products have been fitted by a Brigade approved partner or fitter. Prices for extended warranties are available on request. Prices quoted are for each camera, monitor and relevant component in the complete system. Extended warranties are subject to the terms and conditions in this document and Brigade's standard terms and conditions.

#### 1. BACKEYE®

SELECT range camera monitor systems (including Backeye®)

ESSENTIAL camera monitor systems (including Backeye®)

Backeye® cables

The extended warranty must cover the complete camera monitor systems but does NOT include or cover M3 Multi-Media Monitor, FLIR Thermal Imaging Camera or other ancillaries of the basic system.

#### 2. MDR

Main components of the 644 MDR mobile digital recorders (including cables) MDR hard disk drives (HDD)

#### 3. ULTRASONIC OBJECT DETECTION

Ultrasonic object detection systems (including Backscan®, Frontscan®, Sidescan®, Cornerscan® and Stepscan™)

### HOW TO EXERCISE YOUR RIGHTS UNDER THE WARRANTIES

1. You may reject any products delivered to you that do not comply with the warranty set herein provided that you notify Brigade:
  - i. if the defect is apparent on normal visual inspection, within five (5) working days of delivery; and
  - ii. in all other cases, within a reasonable time of the latent defect having become apparent.
2. In order to bring a warranty claim during the Warranty Period:

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- i. you, or any other third party, must have at all times followed Brigade's instructions and the warranty conditions below;
  - ii. the defect must not have been caused by Brigade following your specification and/or instruction;
  - iii. you, or any third party, must not have altered or modified (whether in design, construction or otherwise), serviced or repaired the products without the prior written consent of Brigade;
  - iv. the defect must not have been caused by fair wear and tear, wilful damage, negligence, misuse, accident, or abnormal service, handling, storage or working conditions;
  - v. the defect must not have arisen as a result of defects or failures of products or systems into which the Products are incorporated;
  - vi. the defect must not have arisen as a result of the product being incorporated or combined with a third party's product or system.
3. There may be defects that fall within the scope of specific categories identified in the product information provided by Brigade relating to the relevant product and/or the warranty conditions which may prevent you from bringing a warranty claim.
  4. Brigade reserve the right to assess and verify any defect and will tell you if you should return the product to us for testing. The cost of returning the product will be borne by you. Brigade reserves the right to charge you for investigation and testing costs if no fault is found with the product.
  5. If Brigade sends you a replacement product before it has tested the returned product and Brigade later discovers that there was no fault with that product, Brigade reserves the right to invoice you for the replacement product.

### **WARRANTY CONDITIONS:**

#### **1. GENERAL CONDITIONS**

Brigade's liability in respect of the sale and supply of products and/or services, and under any warranties as per our standard terms and conditions and/or official warranty documentation, are strictly subject to the following conditions.

For the purposes of these warranty conditions, any reference to "you" shall include a customer, purchaser, reseller, installer, end-users or anyone else, who buys, handles, uses or installs our products and/or services.

#### **PLEASE ENSURE THAT YOU READ AND UNDERSTAND THE FOLLOWING:**

1. Our products are supplied as an aid to safety and they DO NOT replace the operator's and/or driver's obligation to ensure the safety of the vehicle or machine, the proper and safe operation of the vehicle or machine and nor do they replace your obligations to ensure the safety and suitability of the vehicle or machine.
2. You are responsible for ensuring that our products are suitable and appropriate for your or any third party's specific needs and/or that they are compatible with all other systems and components that make up a relevant vehicle or machine.

## BRIGADE OFFICIAL WARRANTY DOCUMENTATION (US)

3. You are responsible for ensuring that system configurations (reaction times, detection areas etc) meet with your operational and safety requirements.
4. You are responsible for ensuring that the vehicles or machines into which our products are incorporated are safe, suitable for the purpose and driven or operated responsibly and safely.
5. All of our products must be fitted by a suitably qualified person.
6. All of our products must be fitted, maintained, stored, tested and otherwise cared for in accordance with our written instructions.
7. Our products must only be used for their intended purpose and not for any other purpose.
8. You must not adapt, modify or disassemble our products without our prior written consent.
9. You must ensure that the serial numbers, product numbers and any warnings that are attached to the products remain fixed to the relevant product at all times.
10. You must ensure that all user manuals and other instructions for the safe and proper use of our products are provided to the driver and/or operators of the vehicle or machine.
11. You are responsible for checking and ensuring that all relevant software updates are downloaded to the products promptly if we make these available to you.
12. If any of our products become damaged for any reason whatsoever, it must immediately stop being used and/or relied upon. We cannot accept liability for any claims relating to the use of a damaged product.
13. We use reasonable endeavours to ensure that the products comply with the applicable laws in the countries where we directly distribute the products and the relevant compliance declarations will be displayed on the product packaging and/or included in our product catalogue. It remains your responsibility to ensure that products and services supplied to you comply with all applicable laws and regulations of the countries in which it is to be used and/or installed and/or resold.
14. Brigade does not have any control over and cannot be responsible for the quality and specifications of third-party products and how or whether they work with or adversely affect our products. As such, we will have no liability for any claim of any kind to the extent that it results from the combination, operation or use of our products with equipment, devices or products not supplied by us, if a claim would not have occurred but for such combination, operation or use.

To the extent that our products are reliant upon third party software, software interfaces, satellite and mobile network coverage, we cannot accept liability for any failures caused by such third-party software or software interfaces or lack of internet, satellite or mobile network coverage.