

Warranty Conditions

VusionGroup sells its products (“**Products**”), which may be any type of hardware product sold by VusionGroup or any of its Affiliates, to direct clients (“**Customer**”) as well as to any of its authorized resellers (“**Partner**”). VusionGroup provides a basic warranty on its products (“**Basic Warranty**”), according to the present terms and conditions, unless otherwise provided under mandatory provisions of applicable laws (“**Warranty Conditions**”).

1) Basic Warranty period (“**Warranty Period**”)

The Basic Warranty Period for any hardware shall be twelve (12) months starting with the date of invoice of the Product to the Customer or to the Partner.

In case of Product which was repaired or replaced by VusionGroup according to this Basic Warranty, the remaining Basic Warranty Period applicable to such Product will be extended for ninety (90) days.

2) Scope of the Basic Warranty for Products

The features, technical applicability and conditions of use of any Product sold by VusionGroup are outlined in a functional description or data sheet which is available for each Product from VusionGroup’s Customer or Partner web portal (“**Functional Description**”). The batteries are not covered by the Basic Warranty.

VusionGroup represents and warrants that – at the time of handover to the Customer or the Partner, each Product is in a functional condition in accordance with the applicable Functional Description and fulfil the usually postulated characteristics and the current state of the art. Any further specific properties of a Product must be expressly designated and agreed upon by the parties in writing and may not be implied by the Customer or the Partner.

3) Support maintenance

Any type of support not covered by the Basic Warranty shall be subject to a quotation or to a separate service agreement to be mutually agreed with the Customer or Partner.

4) Notification of Defects under Basic Warranty

Any defects, bugs or other errors of the Product (“**Defects**”) detected during the Basic Warranty Period shall be notified to VusionGroup as soon as they are detected.

Notice of any Defect (“**Defect Notice**”) must be given electronically by e-mail to following addresses:

- EMEA: support@ses-imagotag.com
- AMERICAS: support.na@ses-imagotag.com
- ASIA: support.asia@ses-imagotag.com
- CEE: support.cee@ses-imagotag.com

In each case, the Defect Notice shall state precisely (i) the type of Defect, including a detailed description thereof, (ii) the application during which such Defect occurred, (iii) the proof of purchase of the Product and (iv) any measures already taken by the Customer or Partner to repair the Defect.

If the Customer or Partner fails to timely and duly notify VusionGroup about any Defect, the Customer or Partner shall not be entitled to any

legal remedies (in particular, any warranty or damage claims) with regard to such Defect.

5) Basic Warranty procedure

In case of a justified warranty claim by the Customer or the Partner regarding a defective Product, VusionGroup will send a Return Material Authorization (“**RMA**”) to the Customer or the Partner, which shall accompany any returned defective Product (minimum of quantity to grant a RMA: minimum purchase quantity). The Customer or the Partner shall send the defective Products at its own costs and risks and shall comply with the operating procedure regarding the RMA. In case of return of Products out of warranty by the Customer or the Partner, VusionGroup shall be entitled to apply a management fee.

After analysis, VusionGroup may, at its own discretion, choose either to:

- (i) repair the defective Product; or
- (ii) replace the defective Product by an equivalent product (which may be new or equivalent to new), or
- (iii) reimburse the defective Product (issuance of a credit note).

Any other claims or legal remedies, in particular any right to claim price reduction or any conversion right as well as any damage claims shall be excluded.

If a Defect has been caused by negligent behavior of the Customer or the Partner, the latter shall compensate VusionGroup for all costs incurred by VusionGroup in connection with the assessment and evaluation of the relevant Defect.

6) Conditions

VusionGroup does not assume any liability whatsoever for defects or other failures of a Product:

- (a) related to the battery(ies) of the Product(s);
- (b) caused by Customer’s or Partner’s improper handling of the Product which could have been avoided by proper and careful use of the Product;
- (c) resulting from a change by the Customer or Partner of operating system components, interfaces or parameters;
- (d) caused by exposure of the Product to circumstances such as fire, accidents, power failures, etc. which are caused by external factors not under the control of VusionGroup;
- (e) caused by improper inspection and/or maintenance operations conducted by the Customer or the Partner or third parties with regard to the Product;
- (f) resulting from a use of the Product which does not comply with the recommendations and specifications of VusionGroup available to the Customer or Partner on the respective Customer or Partner Portal (e.g. use or installation which is

not compliant with the applicable Functional Description or any other technical specifications provided by VusionGroup, installation of a non-compatible software program or interface or power supply or other equipment, number of update or refresh exceeding the preconized limits, etc.);

(g) resulting from use or storage which is harmful to the proper working of the Product (e.g. abnormal use, incorrect maintenance and/or storage) and/or non-compliance with the applicable Product environment specifications (operating temperature and humidity);

(h) caused by the Customer or the Partner, their agents, employees, any other manufacturer or any third party outside the sphere and control of VusionGroup.

7) Vusion Care & Vusion Care Plus subscription – Optional Warranty extensions

In addition to the Basic Warranty, VusionGroup offers the possibility to subscribe to Vusion Care and/or Vusion Care Plus, extending the warranty period and scope. Terms and conditions of these warranty extensions are available on the following link: https://www.vusion.com/wp-content/uploads/2023/12/2023-11-30_Vusion-Care-Vusion-Care-Plus-conditions_EN_V2.pdf Subscription to Vusion Care and/or Vusion Care Plus does not exclude application of Basic Warranty under the conditions described herein.

8) Liability

Any liability of VusionGroup vis-à-vis the Customer or the Partner for damages of any kind (except for personal injury) caused by VusionGroup due to slight negligence shall be excluded. Further, any liability of VusionGroup for loss of profit, loss or corruption of data or any indirect or consequential loss or damage whatsoever shall be excluded. The liability of VusionGroup for damages (except for personal injury and damages due to gross negligence or wilful misconduct), if any, shall further be limited to repair, replacement or refund of the purchase price paid for the related Products, at VusionGroup’s option.

9) Final provisions

The Partner or the Customer can only transfer the rights to the Basic Warranty to third parties with the express permission of VusionGroup. These Basic Warranty Conditions shall be governed by the designated law in VusionGroup’s Standard Terms and Conditions or the applicable contract.

Any provision in these Basic Warranty Conditions which is wholly or partially void, voidable or otherwise inapplicable does not affect the application of the other provisions. Any void, voidable or otherwise inapplicable provision shall be replaced by a valid provision which comes as close as possible to the inapplicable provision in spirit.