



Limited Hardware Warranty

WARRANTY TERMS:

CENTURY 21 TECHNOLOGIES LTD (C21T) warranty obligations are limited to the terms set forth below. C21T warrants that the Datix branded original hardware device ("Hardware device") from SAVV S.r.l. (SAVV) being the manufacturer shall be free from defects in material and workmanship, under normal use, for a period of one (1) year from the original date of purchase ("Warranty period"). The original purchaser shall without undue delay notify C21T of any defect which appears and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a claim is received by C21T within the Warranty Period and only if C21T's testing and examination disclose that this claim is valid the sole remedy of the original purchaser and C21T's sole and exclusive liability shall be limited to, at C21T's sole discretion, (i) repair of the hardware device defect using new or refurbished replacement parts or (ii) replacement of the hardware device or (iii) refund the purchase price for the hardware device. Repaired or replacement hardware device will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a hardware device or part is exchanged all hardware device or part thereof that is replaced shall become the property of C21T. Defective or allegedly defective material shall be returned to C21T or the manufacturer SAVV S.r.l. (Italy) for warranty service at the Customer's charge. In-transit damages caused by improper packaging or handling are the responsibility of the Customer. For purpose of this Warranty, "refurbished" means a hardware device or part that has been returned to its original specifications.

WARRANTY EXCLUSIONS AND LIMITATIONS:

This Limited Hardware Warranty shall not apply (A) if the alleged defect or malfunction of the hardware device does not exist; (B) if the hardware device has been subject to faulty and improper installation, configuration, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the hardware device or (b) carried out with C21T's prior consent in writing; (C) to damages caused by failure to follow the instructions covered in the documentation for the hardware device or other specific instructions from C21T; (D) to cosmetic damages; (E) if the hardware device has been tampered with; (F) if the hardware device is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, unreasonable use, improper environmental conditions (including without limitation electrical surges, water damage and heat exposure) or lack of responsible care; (G) if the hardware device has had the model or serial number altered, defaced or removed; (H) to consumables (such as connectors and batteries); (I) if the hardware device is used with accessories that are not supplied or authorized by C21T (including without limitation wall adapters, cables, batteries and chargers); (L) to any third party hardware product; (M) to damage that occurs in shipment or from improper storage or transportation; (N) to damages by any other cause not related to defective workmanship or materials.

C21T MAKES NO WARRANTY THAT THE HARDWARE DEVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE HARDWARE DEVICE WILL BE UNINTERRUPTED OR ERROR FREE. C21T MAKES NO WARRANTY THAT THE HARDWARE DEVICE WILL WORK WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES. ALTHOUGH C21T BELIEVES THE INFORMATION INCLUDED IN THE DOCUMENTATION (INCLUDING WITHOUT LIMITATION, SALE DOCUMENTS, GUIDES, MANUALS, WHITE PAPERS AND KNOWLEDGE BASE) FOR THE HARDWARE DEVICE IS ACCURATE, AND EVERY EFFORT HAS BEEN MADE TO ENSURE ITS ACCURACY AND COMPLETENESS, C21T MAKES NO WARRANTY ON THE ACCURACY AND TIMELINESS OF THIS INFORMATION FROM THE MANUFACTURER SAVV. THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE.

BENEFICIARY:

To the maximum extent permitted by applicable law, this Limited Hardware Warranty is only made to the original purchaser of the hardware device and there are no third party beneficiaries of the Limited Hardware Warranty. Except as required by law, this Limited Hardware Warranty is not intended for and does not apply to anyone else.



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SOFTWARE:

The hardware device may include or be bundled with SAVV S.r.l. branded software or third party software. The warranty provisions of this Limited Hardware Warranty do not apply to such software. If a separate end-user License Agreement has been provided for such software, use of that software will be governed by that agreement. For any applicable warranty please refer to the end-user License Agreement governing the use of that software.

HIGH RISK ACTIVITIES:

The hardware device is not designed or intended for use in hazardous environments requiring fail safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other application in which the failure of the hardware device could lead directly to death, personal injury, or severe property damage ("High Risk Activities"). C21T expressly disclaims any express or implied warranty of fitness for High Risk Activities.

FURTHER FEATURES OF THE HARDWARE DEVICE:

The hardware device may include hardware and software features useful, amongst other things, to monitor and reduce the health and safety risks of the person who uses or carries such hardware device ("Man-down features"). The man-down features available depend on the model of the hardware device and its configuration and may include (i) the automatic detection of loss of verticality and/or (ii) the automatic detection of prolonged immobility and/or (iii) the manually activated transmission of alert signals ("Panic or SOS"). The man-down features and the alert transmission modes available are covered in the documentation for the hardware device. If the hardware device includes such man-down features, it is understood that (A) the hardware device shall not guarantee the absolute certainty of the health and safety of the user in any condition, (B) the health and safety of the user shall not be entrusted solely to the operation of the hardware device, (C) the operation of the hardware device is also dependent on external factors which lie outside the direct control of C21T (including without limitation unreasonable use of the hardware device or failure to follow the instructions covered in the documentation for the hardware device, environmental conditions, limited or unavailable cellular network), (D) the hardware device shall be subject to periodic operation testing (including without limitation battery recharge, integrity of hardware parts, cellular network connectivity, SIM card status, remaining balance on SIM card, if applicable) carried out by the user or, if applicable, by the person who is responsible of the health and safety service of the Company, Body or Organization that owns or operates the hardware device, (E) the hardware device shall not be intended as a substitute for good working practices, (F) the hardware device shall not be intended as a substitute for existing statutory policies and procedures in place to ensure the safety of workers and assess all possible risks.

PERSONAL DATA:

The hardware device may include features specific to position tracking and data collection (RFID/NFC tags or QR-Codes). If others use the hardware device the owner or lessee assures that the personal data transmitted through the use of the hardware device will be obtained in a proper manner and in compliance with the law. By way of example the owner or lessee declares he or she has satisfied the obligation to notify the process of tracking data to the Guarantor for the protection of personal data, that he or she has obtained any authorizations required from the competent authorities relating to the possible control of the worker, that he or she has obtained the consent of the person concerned for data processing in the cases where there is no legal exemption and that he or she has adopted all the necessary internal physical, logical and organizational security measures to avoid any unauthorized access, unpermitted processing or data processing that is in any case not compliant with current laws and regulations.

LIMITATION OF LIABILITY:

To the maximum extent permitted by applicable law, in no event shall C21T be liable to original purchaser or any third party for any direct, indirect, consequential, incidental, punitive or special damages whatsoever, without regard to cause or theory of liability (including, without limitation, damages incurred for loss of business profits or revenue, loss of privacy, loss of use of any computer or software, business interruption, loss of business information or other pecuniary loss) arising out of the use of the hardware device, even if C21T has been advised of the possibility of such damages.



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- C21T shall not be liable for any unauthorized access to, or any corruption, erasure, theft, destruction, alteration or inadvertent disclosure of data information or content transmitted, received or stored in its system caused by circumstances outside of C21T's control.
- C21T shall not be liable for the transmission of data information and voice calls on the cellular network given that this is subject to the cellular network coverage and the General Conditions governing the contract between who owns or operates the SIM Card and the mobile telecommunications service provider.
- C21T shall not be liable for any information or memory data contained in, stored on, or integrated with any hardware device returned to C21T for repair.

NOT WITHSTANDING THE FOREGOING, C21T's TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE HARDWARE DEVICE. THESE LIMITATIONS ON THE POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE HARDWARE DEVICE PRICE.

GOVERNING LAW AND COMPETENT COURT:

This Limited Hardware Warranty is governed by and construed under the laws of the United Kingdom. Any disputes arising out of or in connection with such Limited Hardware Warranty shall be settled exclusively by the courts of the United Kingdom. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Hardware Warranty.

C21T RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS LIMITED HARDWARE WARRANTY AT ANY TIME WITHOUT PRIOR NOTICE.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS MAKE NO FURTHER USE OF THE HARDWARE DEVICE AND RETURN IT TO YOUR VENDOR OR C21T.