

## Appendix 2

### Warranty Policy

The Warranty Policy provided herein shall only apply to Merivaara branded Products. The warranties provided in this Warranty Policy in Section 1 for the Equipment and in Section 2 for the Software shall constitute the only warranty by Merivaara and no other warranties of any kind, whether statutory, written or oral, express or implied shall apply.

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#### 1 LIMITED WARRANTY – EQUIPMENT

Limited Warranty. Merivaara hereby warrants, subject to the terms of this limited warranty, that the Equipment is free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for a period of twenty-four (24) months from the date of shipment to the Distributor.

Warranty period for following products, either bundled in the original packaging or purchased separately shall be twelve (12) months from the date of shipment:

- Spare parts
- Replacement parts
- Batteries
- Mattresses
- Cameras
- Monitors

Defects in a spare part or replaced part shall be covered to the extent of the unexpired term of the applicable warranty period or minimum twelve (12) months from the date of shipment.

Exclusions. Warranty herein do not apply to defects due to (i) normal wear and tear, (ii) event of Force Majeure, (iii) misuse, fault or negligence, (iv) causes external to the Equipment such as, without limitation, power failure or electrical power surges, (v) installation, use, maintenance, storage, or handling in an improper or inadequate manner, such as, but not limited to, failure to follow Merivaara's instructions or conditions of any manual, operation outside stated environmental or use specifications, excessive use, or operation or contact with unapproved products, software, materials, chemicals or other products not originating from Merivaara; or (vi) Equipment sold as 'used' products.

Additionally, any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the equipment performed by any other than merivaara or certified third party, or any use of replacement parts not provided by merivaara, will immediately void and cancel all warranties with respect to the affected equipment.

The warranty hereunder shall not be applied to the Software, but a special Software Warranty is stipulated separately in Section 2 below – Limited Warranty Software.

Remedies. To benefit from the warranty, Distributor shall notify Merivaara in writing without delay, however within two (2) business days at the latest, of any defects in details in order to enable Merivaara to evaluate the situation. Any such notification is required to be made using standard support system of Merivaara. Defective parts must be returned to Merivaara by the Distributor at its sole cost without delay.

Provided that the examination of Merivaara shows that the original part of the Equipment was defective, Merivaara shall in its sole discretion, to the exclusion of any other remedy, decide on repairment or replacement of the non-conforming Equipment and/or provide additional parts as reasonably necessary to comply with warranty obligations.

Merivaara is entitled to invoice any replacement or additional parts provided by Merivaara, if Merivaara has confirmed defects (by remote means) and Equipment has not been returned to Merivaara within 30 days at the latest from such confirmation.

The distributor shall be obliged to perform all warranty and service work at its own cost. Merivaara shall not be obliged to carry out dismantling or re-installation of any part.

The availability of spare parts is ten (10) years from the date of shipment to the Distributor.

Limitation of Liability. Merivaara's liability under warranty shall under no circumstances exceed the invoice price of the respective Equipment or a part of the Equipment which is the subject of the claim.

## **2 LIMITED WARRANTY - SOFTWARE**

Limited Warranty. Merivaara hereby warrants, subject to the terms of this limited warranty, that for a period of ninety (90) days from the Software delivery date, the Software shall operate in substantial conformity with the documentation of the Software.

Exclusions. The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the documentation of the Software; (b) if any installation or modifications are made to the Software by the customer, unauthorized provider, or any other third party; (c) to defects in the Software due to accident, abuse or improper use by You; or (d) items provided on a no charge or evaluation basis.

Except for the limited warranty expressly set forth herein to the maximum extent permitted by applicable law, the Software is provided "as is" with all faults, and without any warranty of any kind, including without limitation, any express, implied or statutory warranties of any kind, including, but not limited to any warranty of functionality, merchantability, fitness for a particular purpose, lack of viruses or freedom from infringements, accuracy or completeness, results, and lack of negligence or lack of workmanlike effort. Furthermore, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement, with regard to the Software. The Software is not, and will not be, error free or run without interruption or that any security mechanisms implemented by the Software will not have inherent limitations. The entire risk as to the quality or arising out of use or performance of the Software, remains with the customer.

No oral or written information or advice given by Merivaara or its authorized representative shall create a warranty, duty or condition or in any way increase the scope of this warranty.

Exclusion of Incidental, Consequential, and Certain Other Damages. To the maximum extent permitted by applicable law, in no event shall Merivaara or its licensors, suppliers or affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Software, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Merivaara or any of its affiliates, even if Merivaara or any of its affiliates has been advised of or should have known of the possibility of such damages.

Limitation of Liability and Remedies.

Merivaara's sole liability (and licensee's exclusive remedy) for any breach of this warranty shall be, in Merivaara's sole discretion, to use commercially reasonable efforts to provide with an error-correction or work-around which corrects the reported non-conformity, or if Merivaara determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the Software. Merivaara shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

Notwithstanding, any damages that licensee might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Merivaara and any of its licensors, suppliers and affiliates in connection to Software and your exclusive remedy for all of the foregoing shall be limited to the greater of fifteen percent (15%) of the amount actually paid by the customer for the Software or in any case at maximum of thirty thousand (30,000.00) euros. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. Merivaara shall not be liable for the Software provided at no charge or for evaluation purposes.