

## **AETHERA® TECHNOLOGIES STANDARD LIMITED PRODUCT WARRANTY**

### **1. WARRANTY**

Subject to the exclusions and other terms and conditions set out in this document, AETHERA® TECHNOLOGIES LIMITED (“AETHERA®”) provides a limited product warranty that all AETHERA® manufactured equipment will substantially conform to AETHERA® specifications for such equipment and be free of any defect in materials or workmanship for a period of thirteen (13) months from date of shipment from AETHERA® facilities (the “Warranty”). This Warranty applies only to customers who purchase AETHERA® products directly from AETHERA® or from an approved AETHERA® reseller.

Where this Warranty applies, AETHERA® reserves the right to repair or replace damaged or defective equipment with parts that are identical, refurbished, or functionally equivalent, in its sole discretion and without any notice. In the event the parts necessary for repairs have been discontinued, AETHERA® reserves the right to replace the equipment with the newest model of the equipment then available.

AETHERA® bears no other responsibility or liability for defective or unsatisfactory equipment.

### **2. WARRANTY CLAIMS AND PROCEDURES**

No equipment should be sent to AETHERA® without prior approval. Any Warranty claim must be reported in writing and received by AETHERA® within thirty (30) days after the discovery of a suspected defect in any equipment or component, but in any event, a written Warranty claim must be sent prior to the expiration of the Warranty period. AETHERA®™ has no obligation to provide any service, repair, or replacement arising from a claim filed outside of the Warranty period.

The following information must be included in a Warranty claim delivered to AETHERA®:

- Model and serial number of equipment
- Serial number of part or assembly
- AETHERA® part number or assembly number or Original Equipment Manufacturer’s (OEM’s) part number or assembly number
- Nature of defect
- Return shipping address and contact information

AETHERA® reserves the right to request further information upon receipt of the Warranty claim. If upon review of the Warranty claim, and such other information as may be requested, AETHERA® determines, in its sole discretion, that there may be a defect covered by this Warranty, the equipment must be returned to AETHERA® for further inspection. If AETHERA® determines that there is no valid Warranty claim, the customer will be notified of this conclusion.

Upon receipt of the returned equipment, AETHERA® will further examine the equipment to determine whether there is a valid Warranty claim. AETHERA® shall also have the right and shall be provided full access to customer site(s) to investigate whether failures have been caused by factors excluded from this Warranty.

Upon approval of a Warranty claim, AETHERA® will repair or replace the equipment, as set out in Section 1 of this document. If the Warranty claim is denied, AETHERA® will return the equipment to the customer. Unless otherwise agreed in writing, the following shall apply regarding shipment responsibilities for all equipment returned to AETHERA® under this Warranty:

- The customer is responsible for any and all import fees, duties, or taxes and shall be responsible for all shipping costs in returning the equipment to AETHERA® premises for inspection and testing.

- AETHERA® will be responsible to pay only that part of the shipping costs incurred in returning the equipment/goods to the customer.
- AETHERA® bears the risk of loss or damage while the equipment is in transit to the customer. The Customer bears the risk of loss or damage while the equipment is in transit to AETHERA®.

Unless otherwise directed by AETHERA® in writing, all equipment being returned to AETHERA® and all requests for repairs or replacements should be marked with an AETHERA® provided Return Material Authorization number and addressed as follows:

Aethera Technologies Limited  
63 Crane Lake Drive  
Halifax, NS, Canada B3S 1B5  
Office: (902) 593-0740

This Warranty will extend to repaired or replacement equipment or parts provided under this Warranty for a period of ninety (90) days from the date of the customer's receipt of the repaired or replaced equipment or parts, or the end of the original Warranty period; whichever comes first.

### **3. WARRANTY EXCLUSIONS**

Without limiting anything else set out herein, this Warranty does not apply to, and AETHERA® does not warrant or guarantee, any of the following:

- (a) defects, failures, damages, or performance issues caused in whole or in part by (i) power failures, surges, failure in third-party communications networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside AETHERA® control, (ii) the customer's abuse, mishandling, misuses, computer viruses, negligence, improper storage, transportation, servicing or operation, or unauthorized attempts to repair or alter the equipment or components in any way, or, without limiting the foregoing, (iii) equipment not installed, operated or maintained in accordance with AETHERA® recommendations or that is used for purposes other than for which such equipment was originally designed. The customer shall provide qualified technical personnel to install, maintain and repair the equipment in accordance with AETHERA® recommendations and good engineering practice and failure to do so shall result in exclusion from this Warranty.
- (b) equipment built to customer specifications that are later found not to meet customer needs or expectations.
- (c) performance of equipment when it is used in combination with other equipment or software not purchased, specified, or approved by AETHERA® in writing.
- (d) changes made by personnel other than AETHERA® authorized personnel, including charges incurred; and
- (e) for any costs of labour performed by the customer without prior written approval from AETHERA®.

**AETHERA® BEARS NO LIABILITY FOR MATTERS EXCLUDED BY THIS WARRANTY.**

**4. OEM OR THIRD-PARTY EQUIPMENT AND SOFTWARE WARRANTY**

OEM or other third-party equipment or software not manufactured or developed by AETHERA<sup>®</sup> that is incorporated into AETHERA<sup>®</sup> equipment or which is otherwise ordered from AETHERA<sup>®</sup> is not covered by this Warranty. The warranty (if any) for these items will be limited to the terms and conditions of any warranty from the manufacturer or original provider of these items. Exercise of such warranty shall be between the customer and the OEM or other third-party manufacturer/provider and AETHERA<sup>®</sup> bears no responsibility or liability for defective OEM or other third-party equipment not manufactured by AETHERA<sup>®</sup>.

**5. DISCLAIMER OF WARRANTY**

**TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS DOCUMENT:**

**(A) AETHERA<sup>®</sup> HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE;**

**(B) AETHERA<sup>®</sup> DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AETHERA<sup>®</sup> MAKES NO WARRANTY OF ANY KIND THAT THE TECHNOLOGY, ANY DELIVERABLE OR WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY TECHNOLOGY, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN THE CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.**

**(C) IN NO EVENT WILL AETHERA<sup>®</sup> BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**(D) IN NO EVENT WILL AETHERA<sup>®</sup> BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, FOR ANY AMOUNT EXCEEDING THE AGGREGATE AMOUNT RECEIVED BY AETHERA<sup>®</sup> FROM THE CUSTOMER FOR AETHERA<sup>®</sup> EQUIPMENT OR SERVICES AND WARRANTED HEREUNDER PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

**6. GOVERNING LAW AND JURISDICTION**

This Warranty shall be governed by and construed in accordance with the internal laws of the Province of Nova Scotia and the federal laws of Canada applicable in that Province, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Nova Scotia or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Province of Nova Scotia.