

1. General. This limited warranty (the “Warranty”) from LeddarTech Inc. (“LeddarTech”) applies to all LeddarTech products referenced on the LeddarTech website at www.leddartech.com (each, a “Product”).

2. Limited Product Warranty. Subject to the terms and conditions of the Warranty, LeddarTech warrants to any purchaser of a Product (the “Customer”) that a Product will be free from defects in material and workmanship when used in accordance with the Specifications Sheet and User Guide provided by LeddarTech for such Product. LeddarTech shall not be liable under the Warranty if the alleged problem in the Product was caused by misuse, negligence, improper installation or testing of the Product, unauthorized attempts to disassemble the Product for repair or any other reason, or by accident, fire or other hazard or the combination of the Product with any third-party product (a “Combination Product”).

3. Warranty Period. The Warranty is valid for a period of twelve (12) months from the shipment date to Customer of any Product sold by LeddarTech and/or its authorized resellers (the “Warranty Period”), except in the case of prototype units of the Product, in which case the Warranty Period is valid for a period of three (3) months.

4. Warranty Procedures. Any claim under the Warranty must be submitted in writing by Customer to LeddarTech promptly after discovery of occurrence of a suspected defect in materials or workmanship, and in any case prior to the expiry of the Warranty Period, describing with reasonable specificity such defect. Timely notification will permit Customer to obtain a Return Merchandise Authorization (“RMA”) from LeddarTech’s Customer Service Department, which will indicate return procedures and terms and conditions of such returns. A proof of purchase of the Product, such as an invoice or a receipt certifying the validity of the Warranty, must be presented in order to obtain Warranty coverage.

4.1 The Product or part shall be returned to LeddarTech accompanied by the RMA with prepaid shipping charges. Customer must ensure the shipment or accept the risk of loss or damage during the shipment. Customer shall also pay any tariff or duty applicable to the return of the defective part of the Product or the Product itself.

4.2 LeddarTech shall be entitled to require delivery by Customer of whatever reasonable proof it requests to evaluate the validity of the claim. Customer agrees that any claim under the Warranty will be subject to LeddarTech’s determination of validity and, if LeddarTech determines that the claim is valid, any such claim is expressly limited, at the option of LeddarTech, to either: (i) reimbursing the purchase price of the Product found to be defective, (ii) repairing at no cost any defective Product or parts thereof or (iii) replacing the defective Product. The Warranty is the sole remedy of Customer for any defect in the Product. LeddarTech will be responsible for returning any repaired or replacement Product to Customer.

4.3 If, after evaluation by LeddarTech, the defect is not covered by the Warranty, LeddarTech may provide a quote to Customer for the cost of repair of the Product. Any such Product or part shall be shipped back to Customer at Customer’s expense.

4.4 The original Warranty Period shall not be extended by any replacement, but the remaining Warranty Period shall continue in effect and be applicable under the terms and conditions of the Warranty to the replaced Product.

5. Disclaimer. THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF LEDDARTECH, EXPRESSED AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE. ANY ALTERATION OF THE PRODUCT, INCLUDING ANY MODIFICATION OR CHANGE MADE TO THE ORIGINAL CONFIGURATION OF THE PRODUCT, WILL HAVE THE EFFECT OF VOIDING THE WARRANTY.

6. Limitation of Liability. LEDDARTECH, ITS PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS (THE “LEDDARTECH PARTIES”) SHALL NOT BE LIABLE FOR ANY INDIRECT,

SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, DOWNTIME, LOSS OF DATA, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, DELAY IN PERFORMANCE, BUSINESS INTERRUPTION, PRODUCT LIABILITY OR ANY CAUSE OF ACTION IN CONNECTION WITH THE USE OR HANDLING OF THE PRODUCTS BY CUSTOMER OR ANY PERSON AUTHORIZED BY CUSTOMER.

6.1 Some jurisdictions do not allow exclusion or limitation of consequential or incidental or special damages, so the above limitations or exclusions may not apply to Customer. The Warranty gives Customer specific legal rights, and Customer may also have other rights, all of which vary from jurisdiction to jurisdiction.

7. Indemnification. Customer shall defend, indemnify and hold harmless the LeddarTech Parties from any third-party claims, demands, lawsuits, damages, liabilities, including attorneys' fees and court costs, judgments and settlements of any kind arising out of, connected with or resulting from any acts, duties, obligations or omissions of Customer or that may be made for injuries (including death) to persons or damage to property, including theft, and resulting in whole or in part in connection with the use, installation, removal, replacement, manipulation and/or repair of the Products and any combination of Product.

8. Software. All software embodied in or used in connection with the Products (the "Software") is provided to Customer subject to the terms and conditions of the End-User License Agreement to which Customer must agree to be bound as part of the installation of the said Software. Warranties, if any, for the Software are contained in such separate End-User License Agreement.

9. Entire Agreement. This document contains the entire agreement of the parties regarding the subject matter of the Warranty and supersedes all previous communications, representations, understandings and agreements, either oral or written, between Customer and LeddarTech.

10. Governing Law. The Warranty shall be governed by and is to be interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein without reference to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that the Courts having jurisdiction in the judicial district of Quebec (Province of Quebec) shall have exclusive jurisdiction to hear any litigation resulting from the interpretation, application or execution of the Warranty.

11. Language. The parties hereto have requested that the present Agreement be drawn up in the English language. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais. In case of doubt or difference of interpretation, the English version shall prevail over any other language texts.

LeddarTech's Customer Service Department can be reached during regular business hours Monday to Friday, 8:30 a.m. to 4:30 p.m. Eastern Time - Canada by calling 418-653-9000 or 1-855-865-9900. Visit www.leddartech.com.