

## LeddarTech® Limited Warranty

- 1. Application.** This limited warranty (this “Warranty”) from LeddarTech Inc. (“LeddarTech”) applies to all LeddarTech products referenced on the LeddarTech website at leddaretech.com (each, a “Product”).
- 2. Limited Product Warranty.** Subject to the terms and conditions of this Warranty, LeddarTech warrants to any purchaser of a Product (“Customer”) that the 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 this 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”). No representative of LeddarTech or its authorized resellers are authorized to make any change or modification to this Warranty or express any other warranties with respect to the Products.
- 3. Warranty Period.** The Warranty is valid for a period of twelve (12) months except in the case of prototype units of the Product in which case the Warranty is valid for a period of three (3) months (the “Warranty Period”) from the shipment date to customer of any Product sold by LeddarTech and/or its authorized resellers.
- 4. Warranty Procedures.** Any claim under this 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 Authorization Number (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.

The Product or part shall be returned to LeddarTech, accompanied by the Return Authorization Number with prepaid shipping charges. Customer must insure 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 or Product.

LeddarTech shall be entitled to require delivery by Customer of whatever proof it requests to evaluate the validity of the claim. Customer agrees that any claim under this Warranty will be subject to LeddarTech’s determination of validity and if LeddarTech determines 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 (ii) replacing the defective Product. This 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.

If after evaluation by LeddarTech the defect is not covered by this 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 cost.

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 this 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. PRODUCT TAMPERING, INCLUDING ANY MODIFICATIONS OR CHANGES TO THE PRODUCT’S ORIGINAL CONFIGURATION WILL RENDER THE WARRANTY NULL AND VOID.
- 6. Limitation of Liability.** LEDDARTECH, ITS PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS (“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. 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 you. This warranty gives you specific legal rights, and you 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 (“Indemnified parties”) from any third party claims, demands, lawsuits, damages, liabilities, including attorney’s fees and court costs, judgments and settlements of every

kind (“Claims”) 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 Product.

8. **Software.** All software embodied in or used in connection with the Products 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:** This Warranty shall be governed by and is to be interpreted in accordance with the laws 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 Québec) shall have exclusive jurisdiction to hear any litigation resulting from the interpretation, application or execution of this Warranty.

**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) by calling (418) 653-9000 or 1 855 865-9900. Visit [www.leddartech.com](http://www.leddartech.com).**