

NEWTRAX STANDARD LIMITED WARRANTY (AUSTRALIA)

1. Limited warranty.
 - 1.1. Auto acceptance. By opening the packaging containing Hardware and/or Software, turning on the Hardware, and/or logging onto the Newtrax Web Console, the Customer accepts the terms of this Newtrax Standard Limited Warranty (this "**Warranty**").
 - 1.2. Sole warranty. Newtrax's sole and exclusive warranty and obligations for Newtrax branded Hardware, Software and Services (each as defined below and subject to their own warranty terms as specified hereunder) are set forth in this Warranty unless otherwise expressly specified in a specific written warranty statement delivered with such Newtrax branded Hardware, Software and/or Services.
 - 1.3. Priority of Documents. This Warranty shall prevail over any other terms and conditions as may be found in other documents, including subsequent warranty documents or Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. For greater clarity, fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the terms and conditions of this Warranty. In case of conflict between documents, the order of priority shall be the following: i) Newtrax's quotation, ii) this Warranty, and iii) the Customer's purchase orders. **A Customer sending a purchase order to Newtrax is presumed to have renounced to its general terms and conditions of purchase and to any special condition which has not been expressly agreed upon in writing by Newtrax, including any stipulation to the same effect as the present subsection.**
 - 1.4. Amendment. This Warranty may be modified only by a written notice signed by a duly authorized officer of Newtrax specifically indicating the terms and conditions being amended.
2. Newtrax branded hardware limited warranty.
 - 2.1. The hardware, manufactured by Newtrax, including the parts thereof which are integrated by Newtrax into such hardware but excluding any software, firmware, data files and dynamic link libraries (the "**Hardware**"), will have all of the qualities and features, and be capable of performing substantially all of the functions in accordance with Newtrax's published specifications and is warranted to be free from material defects in materials and workmanship at the time of delivery.
 - 2.2. Any Hardware or part thereof found to be defective, upon examination by a properly authorized Newtrax representative, will be refurbished, repaired or replaced Ex Works (Incoterms 2020) at the applicable Newtrax offices or its authorized representative. Upon receipt of the defective Hardware shipment, Newtrax's personnel will inspect and sort same. All Hardware covered by this Warranty as per section 2.1 above will be refurbished, repaired or replaced free of charge. However, Hardware that is found to have been returned for other reasons (dirt, misuse, physical damage, repair by unauthorized personnel, etc.) will be refurbished, repaired or replaced against payment by Customer for parts and labor.
 - 2.3. Refurbishing, repair and/or replacement is at Newtrax's sole option and subject to the following conditions: all Hardware or parts will be refurbished, repaired or replaced at no charge, if the claim is made within twelve (12) months of the installation date or eighteen (18) months after shipment by Newtrax or the delivery as per the agreed Incoterm in accordance with the Contract, whichever is earliest (the "**full hardware warranty period**"). Notwithstanding the above, Newtrax shall, at its own discretion, be entitled to replace the reported defective Hardware without requesting shipment of same to Newtrax.

3. Software limited warranty.

3.1. Defined. As used herein, software, firmware, data files and dynamic link libraries purchased in machine-readable, object-code form for internal business purposes and on the specific hardware on which it was initially installed by Newtrax, the whole in accordance with the terms and conditions set forth in the Standard Newtrax Customer Software Licence which can be found at <http://www.Newtrax.com/SoftwareLicence/>

3.2. Warranty. Newtrax warrants, commencing from the date of shipment to Customer or delivery as per the agreed Incoterm in accordance with the Contract and continuing until the earliest of: i) ninety (90) days from the date of shipment, ii) sixty (60) days from date of arrival on site, or iii) when Customer signs off upon system commissioning that the Software performs substantially in accordance with its published specifications when used with the corresponding Hardware on site, that (a) the Software will be free of material programming errors, (b) the Software will substantially operate and conform to Newtrax's published specifications, (c) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use.

3.3. Limitations. Except for the above, the Software, including any firmware is provided "as is". This Warranty extends only to the Software purchased from an approved source by a Customer who is the first registered end user. In no event does Newtrax warrant that the Software is error free or that customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Newtrax does not warrant that the Software or any equipment, system or network on which the Software is used (including any Hardware) will be free of vulnerability to intrusion or attack.

3.4. Sole remedy. Customer's sole and exclusive remedy and the entire liability of Newtrax and its suppliers under this Warranty will be (i) replacement of defective media and/or (ii) at Newtrax's option, repair, provide a replacement or provide a work around in all cases subject to the condition that any error or defect constituting a breach of this Warranty is reported to the approved source supplying the Software to Customer within the warranty period. Newtrax or the approved source supplying the Software to Customer may, at its option, require return of the Software and/or documentation as a condition to the remedy.

3.5. Restrictions. This Warranty also does not apply to (a) any temporary Software modules or patches; (b) any Software not posted on Newtrax's standard software list; (c) any Software that Newtrax expressly provides on an "as is" basis on Newtrax's standard software list; (d) any Software for which an approved source does not receive a license fee; and (e) Software supplied by any third party which is not an approved source.

4. General conditions.

4.1. Notification by Customer. Customer will have the obligation to advise Newtrax of the existence of any warranty claim or any defect as soon as possible after same is brought to its attention and to provide Newtrax with all useful information and explanations relating to same. Customer shall allow Newtrax to have free access to any Hardware and/or Software at all reasonable times and shall promptly return, at the Customer's cost, any defective Hardware and/or Software to Newtrax warehouse designated by Newtrax.

4.2. No transfer. This Warranty cannot be transferred; it applies only to the original Customer and a valid proof of purchase may be requested for this Warranty to be acted upon. This Warranty does not cover an item where the original label or the serial number has been removed, defaced or modified.

- 4.3. Restrictions. The limited warranties referenced above are voided and do not apply in the following circumstances:
- i. if the Hardware and/or Software has been installed, refurbished, repaired, adjusted or maintained by a person not authorized in writing to do so by Newtrax,
 - ii. if the Hardware and/or Software has not been shipped, stored, installed, operated, refurbished, repaired, used, adjusted, maintained or otherwise handled in accordance with written instructions made available by Newtrax, for example **if Hardware and/or Software is used for purposes other than those for which it was designed;**
 - iii. if the Hardware and/or Software has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled, stored, maintained or operated, for example as a result of failure to provide a suitable installation/operation environment for the products;
 - iv. if the Hardware and/or Software is acquired by Customer for beta, evaluation, testing, demonstration purposes or other circumstances for which Newtrax does not receive a payment of a purchase price or license fee.
- 4.4. No obligation to continue. Newtrax shall be under no obligation to Customer to continue, discontinue or change any Hardware or Software.
5. Newtrax Services limited warranty.
- 5.1. Customer acknowledges that Newtrax assumes no obligation or liability to Customer for any technical advice provided free of charge by Newtrax with respect to the use of the Products and for the advice given or results obtained, all such free advice is given by Newtrax and accepted by Customer at Customer's risk.
- 5.2. Billed services provided in relation to the Newtrax Hardware and/or Software ("Services") will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services.
- 5.3. Customer must notify Newtrax promptly, but in no event more than thirty (30) days after completion of any Service, of any defects that have appeared and give Newtrax reasonable opportunity to inspect and remedy them.
- 5.4. Customer's sole and exclusive remedy for any defects under this Warranty shall be, at Newtrax's option, re-performance of the Services, or termination of the terms of sale related to the applicable Service and return of the portion of the applicable Service fees paid to Newtrax by Customer for such non-conforming Service(s).
- 5.5. The provision of Services under this Warranty shall not extend the warranties provided with any Newtrax branded or third-party hardware purchased or software licensed by Customer from Newtrax or any other party.
6. Warranty disclaimer. Newtrax assumes only those obligations set forth herein, excluding all other warranties or obligations. No other warranty is expressed or implied by this policy statement. This Warranty for Hardware, Software and Service is, to the extent allowed by law, expressly in lieu of any other expressed or implied warranty, condition or guarantee, agreement or representation made by any person with respect to the Hardware, Software and Services. Except for the warranties contained above, **NEWTRAX DISCLAIMS AND CUSTOMER WAIVES ALL**

REPRESENTATIONS, CONDITIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, LEGAL OR CONVENTIONAL, WITH REGARD TO ANY **HARDWARE, SOFTWARE OR SERVICE** INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY.

7. Limitation of liability. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. THE WARRANTY EXPRESSLY CONTAINED HEREIN IS IN LIEU OF ANY LIABILITY OR OBLIGATION OF NEWTRAX FOR ANY DAMAGES WHATSOEVER (INCLUDING ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, COSTS, LOSS OF DATA, LOSS OF REVENUE, INTERRUPTION OF BUSINESS OR OTHER FINANCIAL LOSS, FINES OR PENALTIES FOR INFRINGEMENT OR PERSONAL INJURY) SUSTAINED BY ANY PERSON (INCLUDING ANY EMPLOYEE, AGENT, INVITEE, CUSTOMER OR CLIENT OF CUSTOMER) AND/OR IN ANY WAY ARISING FROM OR RELATING TO THE SALE, MAINTENANCE, USE, PERFORMANCE, FAILURE OF ANY **HARDWARE, SOFTWARE OR SERVICE**. NEWTRAX'S TOTAL AGGREGATE LIABILITY TO THE CUSTOMER IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCTS AND/OR SERVICES THAT FIRST GAVE RISE TO SUCH LIABILITY.
8. Third-party products and services. Products manufactured by a third-party, including sensors, equipment, hardware, software, firmware, data files and dynamic link libraries ("**Third-Party Products**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with Newtrax Hardware and/or Software. **Third-Party Products are not covered by any warranty provided by Newtrax.** Unless otherwise specified in writing by Newtrax, the limited warranties referenced herein do not apply to any Third-Party Products that may be offered for sale on the Newtrax Price List even if separately listed. Third-Party Products are warranted solely by the applicable manufacturer or licensor. Newtrax will pass through, to the extent permitted, the manufacturer's and/or licensor's warranties and Customer shall look solely to such manufacturer and/or licensor for warranty claims.
9. Acknowledgement. Customer acknowledges and agrees that Newtrax has set its prices and entered into the Contract in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.
10. Customer shall indemnify and hold Newtrax harmless regarding any legal or extra legal proceedings, notice, or claim by the Customer or by a third party which is a result of Customer's negligence or failure to follow Newtrax's instructions or recommendations in relation to the Hardware and/or Software, including those specified in section 4.3 above, and regarding any legal and extra legal expenses and fees brought forward on by such damages.
11. Australian Consumer Law. To the full extent permitted by law, this Warranty is in lieu of all other warranties or conditions express, implied or statutory, including, but not limited to warranties of merchantability and fitness for a particular purpose. No other warranties express or implied are given unless they are expressly given by Newtrax in writing. NB. This clause does not affect any rights the Customer may have under Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("**Australian Consumer Law**") or other law if, and to the extent that, those rights may not be lawfully excluded or modified under this Warranty. This Warranty shall not be suspended on the grounds of non-use, intermittent use or for any other reason.
12. Consumer Guarantees. The Hardware, Software and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with a service, the Customer will be entitled to (a) cancel the services; and (b) a refund for the unused portion, or to compensation for its reduced value. The Customer will also be entitled to choose a refund

or replacement for major failures with goods. If a failure with goods or a service does not amount to a major failure, the Customer will be entitled to have the failure rectified within a reasonable time. If this is not done the Customer will be entitled to a refund for the goods and to cancel the services and obtain a refund of any unused portion. The Customer will also be entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. Notwithstanding the aforementioned:

- i. To the extent permitted by Law, Newtrax's liability for failure to comply with a guarantee under the Australian Consumer Law in relation to the supply of Hardware and/or Software not of a kind ordinarily acquired for personal, domestic or household use or consumption shall be limited to the repair or replacement of the Hardware and Software, which shall be at the Customer's election.
- ii. To the extent permitted by Law, Newtrax's liability for failure to comply with a guarantee under the Australian Consumer Law, in relation to the supply of Services not of a kind ordinarily acquired for personal, domestic or household use or consumption, shall be limited to supplying services to remedy the defective Services.