



**HAPLY ROBOTICS INC.
LIMITED BUSINESS WARRANTY**

Haply Robotics' ("Haply", "we", "us", or "our") Products are intended for business use and are not intended to be sold to consumers. This Limited Business Warranty gives you specific legal rights and you may also have other legal rights which vary from state to state and country to country.

To be eligible for this Exclusive Limited Warranty the Haply Product must be purchased through Haply or through a Haply Authorized Reseller with a valid proof of purchase.

1. DEFINITIONS

The following definitions apply to this Limited Warranty:

- "Haply Product" means the Inverse3 Developer Kit and any accessories provided in the box at the time of the original purchase from an authorized reseller or Haply ("Authorized Reseller").
- "You" and "Your" refer to the original business user who bought the Haply Product from an Authorized Reseller.
- "Warranty Period" is twelve (12) months from the date You purchased the Haply Product from an Authorized Reseller.
- "Normal Use Conditions" means ordinary business use in accordance with the User Manual.
- "User Manual" means any and all use instructions, safety guidance and other documentation provided in the box or posted online by Haply.

For reference, Haply's Products are electromechanical systems. Improper operation and integration can result in abnormal behavior that can bring harm to objects and humans nearby. Furthermore, improper care and use can result in damage to the device's physical structure and electronic components. Failure to adhere to the Normal Use Conditions such as device overuse, applying high voltage, physical misuse, and other reasonable guidelines may result in additional repair or replacement costs not covered under the factory warranty.

2. COVERAGE

2.1 Haply warrants, exclusively to You, that during the Warranty Period the Haply Product will function substantially in accordance with Haply's technical specifications under Normal Use Conditions. This Limited Warranty does not cover any software or other products required to use the Haply Product which are not in the box at the time of the original purchase of the Haply Product. Such products are licensed and/or provided "as is, where is" without warranty of any kind. Haply makes no warranties express or implied, that the functions contained in the software products will meet the Buyer's requirements or that the operation of the programs contained therein will be error free.

2.2 This Limited Warranty is valid and enforceable only if You purchased the new Haply Product from an Authorized Reseller and the Haply Product was sold to You in its original, sealed packaging. You may not assign or transfer this Limited Warranty to any third party, unless such restriction is prohibited by mandatory law.

2.3 This Limited Warranty is void if the Haply Product is returned with removed, damaged or tampered labels or serial number plates, or any alterations (including the unauthorized removal of any component or external cover). [This Limited Warranty does not cover data loss; it is Your responsibility to back up Your data, electronically or physically, on a regular basis if you wish to retain Your data. Any damages or costs related to data recovery, removal and installation are not recoverable under this Limited Warranty.]

2.4 This Limited Warranty does not cover and Haply is not responsible for (i) used or resold Haply Products; (ii) Haply Products not purchased from Authorized Resellers; or (iii) any software (including but not limited to any software on the Haply product and any PC software provided by Haply).

2.5 Furthermore, this Limited Warranty does not cover and Haply is not responsible for damage to the Haply Product or loss of the Haply Product resulting from (i) an accident (e.g. accidental physical impact, exposure to



fire, liquid, food or other contaminants, etc.) or theft; (ii) use not in accordance with Normal Use Conditions or any other misuse (including but not limited to improper installation, lack of or improper care and/or maintenance, customer supplied software interfacing, neglect, abuse or alteration); (iii) use with an unsuitable product not sold or licensed by Haply; (iv) use with inadequate ventilation or power fluctuations; (v) use by children; (vi) circumvention of our security mechanisms; (vii) reverse engineering; (viii) defects or damage from viruses or other software problems introduced into the Haply Product; (ix) use of the Haply Product in violation of any laws, regulations or ordinances in effect where the Haply Product is used; (x) defects or damage caused by unauthorized repairs; (xi) Acts of God, including but not limited to lightning, flood, tornado, earthquake or hurricane; (xii) cosmetic damages (e.g. scratches) and/or any other cause beyond the control of Haply.

2.6 Additionally, this Limited Warranty does not cover and Haply is not responsible for damage to the Haply Product or loss of the Haply Product resulting from normal wear and tear and normal depletion of consumable parts.

2.7 Finally, this Limited Warranty does not include any specific guarantees that the Haply Product will be error-free or regarding uptime or continued availability, data security features of software, or that any software, firmware or online sites will function uninterrupted or error-free.

2.8 This Limited Warranty is the final, complete and exclusive warranty offered by Haply regarding the Haply Product, and no other person or entity (including the Authorized Reseller) is authorized to make any other warranties or representations on behalf of Haply. In respect of any Products supplied hereunder which are manufactured by others, Haply gives no warranty whatsoever, and the warranty given by such manufacturers, if any, shall not apply. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS LIMITED WARRANTY, HAPLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, ALL HAPLY PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". If and to the extent that an implied warranty cannot be disclaimed, its duration is limited to the Warranty Period. If the mandatory law applicable to You does not allow limitations on how long an implied warranty lasts, this limitation may not apply to You.

2.9 In case you are not the original purchaser of the Haply Product, this Limited Warranty does not apply to you. If the Warranty Period has expired, if the Haply Product does not fulfill the conditions of this Limited Warranty or if You fail to make Your warranty claim in accordance with Section 5 - Limitations of Liability, this Limited Warranty does not apply. In case this Limited Warranty does not apply, Haply may offer You out-of-warranty services against a fee and You may be responsible for any expenses related to the repair or replacement of Your Haply Product.

3. REPAIRS OR REPLACEMENT

3.1 The obligations set forth in this warranty are conditional upon You promptly notifying Haply of any defect and, if required, promptly making the Products available for correction. Haply shall be given reasonable opportunity to investigate all claims and no Products shall be returned to Haply without Haply first providing Buyer with a return material authorization number and shipping instructions.

3.2 If You return the Haply Product during the Warranty Period and it satisfies the terms of this Limited Warranty, Haply or its service partner will, at its sole discretion, repair or replace it.

3.3 Repair or replacement of the Haply Product is Your sole and exclusive remedy and Haply's sole obligation for any claims whatsoever or any losses resulting from the failure of the Haply Product. If we determine, in our sole discretion, that none of the listed means is reasonable to fix the defect or malfunction, then we may refund to You the price You paid to purchase the Product.

3.4 Repair or replacement may involve the use of a functionally equivalent reconditioned Haply Product and/or reconditioned parts, unless prohibited by law. When replacing the Haply Product, Haply may replace it with either the same model, or if not available, a model which is nearest to the original model. Haply or its service partner will



at its own expense return the repaired or replacement Haply Product to You. Any Haply Product that You send to Haply and that is replaced by Haply becomes the property of Haply and any original parts removed and/or replaced during any repair process shall become the property of Haply.

3.5 If Haply repairs or replaces the Haply Product, the repaired or replaced Haply Product shall continue to be warranted for the remaining time of the original Warranty Period or for ninety (90) days, whichever is longer.

4. PROCESSING

4.1 If You have a problem with Your Haply Product, please visit us at helpdesk.haply.co to get assistance and contact information and to submit an Inverse3 Warranty Claim Form to obtain warranty service. If it is necessary for You to send Your Haply Product in for service, we will provide You instructions on how to do this. You may be required to pay the cost of shipping the Haply Product to us. When we receive the Haply Product, we will determine if there is a defect or malfunction covered by this Limited Warranty. If we find a defect or malfunction covered by this Limited Warranty, we will repair or replace the Haply Product to provide You a Haply Product that is substantially in accordance with Haply's technical specifications under Normal Use Conditions and we will send the repaired Haply Product or a replacement Haply Product, if any, to You at our cost. Any further costs or shipping to or from a location other than Your premises shall not be at Haply's expense.

4.2 If You send us a Haply Product without a valid proof of purchase, we will return the Haply Product to You at Your cost, subject to prepayment, or, if such costs are not prepaid, we will keep the Haply Product thirty (30) days waiting for Your pick-up before it is disposed of.

5. LIMITATIONS OF LIABILITY

5.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER HAPLY NOR ITS SUPPLIERS SHALL BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF CONFIDENTIALITY, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT OR LOSS OF USE WHILE THE HAPLY PRODUCT IS BEING REPLACED OR REPAIRED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF HAPLY AND ITS SUPPLIERS UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE HAPLY PRODUCT. THESE EXCLUSIONS APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR HAPLY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY.

5.2 Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so limitations or exclusions in this Limited Warranty may not apply to you.

5.3 No Haply employee or representative or affiliate or any third party is authorized to make any modification, extension or addition to the Limited Business Warranty or any part of these Terms.

6. GENERAL PROVISIONS

6.1 This agreement is made, executed and delivered in Montreal, Quebec, Canada and shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and shall be treated, in all respects as a Quebec contract. It is expressly agreed by the parties hereto that the United Nations' Convention on the International Sale of Goods (CISG) does not apply to this agreement.

6.2 If any provision of this Limited Warranty is found to be illegal, invalid or unenforceable under the laws of any jurisdiction, this will not affect the legality, validity or enforceability of any other provision of the Limited Warranty.

6.3 The foregoing warranty is the entire warranty of Haply. Haply neither assumes nor authorizes any person, purporting to act on its behalf, to modify the or to change this warranty, or any other warranty or liability concerning Haply Products.