



LOW POWER SENSING AND TRACKING

YOUR SODAQ TRACK WARRANTY

CONSUMER LAW

The TRACK One-Year Limited Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided by consumer law, including but not limited to those relating to non-conforming goods.

As such, the TRACK One-Year Limited warranty benefits are in addition to, and not instead of, rights provided by consumer law.

If a product is defective consumers may, in addition to the rights under this warranty, avail themselves of the rights contained in the Netherlands. Consumers have the right to choose whether to claim service under the TRACK One-Year Limited Warranty or under their consumer law rights.

Important: The TRACK One-Year Limited Warranty terms and conditions shall not apply to consumer law claims.

WHAT IS COVERED BY THIS WARRANTY?

SODAQ TRACK (now referred to as TRACK) warrants the TRACK-branded hardware product and the embedded software contained in the original packaging against defects in materials and workmanship when used in accordance with TRACK's user manuals, technical specifications and other TRACK product published guidelines for a period of ONE (1) YEAR from the date of original purchase by the purchaser ("Warranty Period"). You will be able to receive the remedies available under the One Year Limited Warranty for your TRACK product via SODAQ in The Netherlands or in case you acquired the TRACK from a distributor or reseller, through this distributor or reseller. All claims made under the TRACK One-Year Limited Warranty will be governed by the terms set out in this warranty document.

In addition, TRACK will provide you with access to telephone technical support for a period of ninety (90) days from delivery of the TRACK products.

WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty does not apply to any non-TRACK branded hardware products or any platform or dashboard software, even if packaged or sold with TRACK hardware. Please refer to the licensing agreement accompanying the software for details of your rights with respect to the use of software.

Any charges for shipping and handling that may apply before rendering service.

This warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the TRACK Product outside the user manual, the technical specifications or other TRACK Product published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of TRACK; (g) to a TRACK Product that has been modified to alter functionality or capability without the written permission of TRACK; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the TRACK Product; or (i) if any serial number has been removed or defaced from the TRACK Product, or (j) if the product is stolen or TRACK reasonably believes that the product is stolen based on information provided by law enforcement authorities.



LOW POWER SENSING AND TRACKING

YOUR RESPONSIBILITIES

If your TRACK product is connected to dashboards or data platforms capable of storing data and other information, you should make periodic backup copies of the information contained on your track product's storage media to protect the contents and as a precaution against possible operational failures.

Following warranty service, your TRACK Product or a replacement product will be returned to you as your TRACK Product was configured when originally sold, subject to applicable updates. TRACK may install embedded system software updates as part of warranty service that will prevent the TRACK Product from reverting to an earlier version of the embedded system software. Third party applications connected to receive data from the TRACK Product may not be compatible or work with the TRACK Product as a result of the system software update. You or the dashboard or data platform provider will be responsible for reconnecting all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this warranty.

You may seek service in a country that is not in the European Economic Area, in such a case you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

WHAT WILL SODAQ TRACK DO IN THE EVENT OF A WARRANTY CLAIM?

If you submit a valid claim under this warranty, TRACK will, at its option:

- (i) repair the TRACK Product using new or previously used parts that are equivalent to new in performance and reliability, or
- (ii) replace the TRACK Product with a product that is at least functionally equivalent to the TRACK Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

When a product or part is replaced any replacement item becomes your property and the replaced or refunded item becomes TRACK's property. A replacement part or product or a repaired TRACK Product assumes the remaining warranty of the original TRACK Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the following online help resources before seeking warranty service:

www.sodaq.com

TRACK Authorized Resellers

TRACK Support and Service

If you do not have internet access or the TRACK Product is still not functioning properly after making use of these resources, please contact service@sodaq.com.

Before receiving warranty service, TRACK or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow TRACK's procedures for obtaining warranty service, such as following instructions for packing and shipping TRACK Products. You will not need to prove that the nonconformity complained of existed at the date of delivery to obtain service and support under the TRACK One-Year Limited Warranty, unless this would be incompatible with the nature of the non-conformity.

WARRANTY SERVICE OPTIONS

TRACK will at its option depending on the individual circumstances, in particular the type of TRACK Product, provide warranty service through one or more of the following options:



LOW POWER SENSING AND TRACKING

(i) Mail-in service. TRACK will pay for shipping back to you and you will initially pay for shipping to TRACK. When the cause of the problem is confirmed under the warranty, TRACK will refund your shipping costs based on standard regular mail costs.

(ii) Repair or replacement service. TRACK will ship you free of charge a repaired product or replacement product.

LIMITATION OF LIABILITY

A) Entire agreement: other than the consumer law rights to which you are entitled as set out at the beginning of this document, all warranties, conditions and other terms not set out in this warranty document are excluded from the TRACK One-Year Limited Warranty. As a result, TRACK does not make any other promises, conditions or warranties about the service other than set out in this warranty document.

B) Disclaimer in relation to data: TRACK does not warrant, represent or undertake that it will be able to repair or replace any TRACK Product under this warranty without risk to and / or loss of information and / or data stored on the TRACK Product.

C) Limitation of liability: in no event shall TRACK be liable for;

- any losses that were not caused by our breach of this warranty document;
- any loss or damage that was not, at the time of your purchase of the product, a reasonably foreseeable consequence of TRACK breaching this warranty document;
- or losses relating to any business of yours, loss of profits, loss of data or loss of opportunity.

D) TRACK does not warrant anything nor accepts liability in regard to how you use the TRACK product or what you use it for, or any losses incurred out of how you use the product.

E) Liability will not include any penalties or losses out of operational use of the product. The warranty service and liability only applies to replacing products and no other damages or loss.

F) The provisions of this warranty document shall not apply to (i) death or personal injury; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any other liability that cannot be limited or excluded as a matter of law.

PRIVACY

The TRACK product cannot contain personally identifiable information (pii) unless the user of the product links the product and / or its location to pii. TRACK is not responsible nor liable for any consequences coming out of the use of the customer of the product.

GENERAL

No TRACK reseller is authorized to make any modification, extension, or addition to this warranty.

SODAQ Products b.v., Bussumerstraat 34, 1211 BL, Hilversum, The Netherlands, Chamber of Commerce 78.26.78.54,

support@sodaq.com