

LIMITED WARRANTY

Effective October 3rd, 2022, this warranty applies to the COMPASS Pro device and software service designed, manufactured, and sold by Safeguard Equipment, Inc. (the "Product").

NOTICE: READ THIS LIMITATION OF WARRANTY AND LIABILITY BEFORE BUYING OR USING THE PRODUCT AND SERVICE CONTAINED HEREIN.

It is impossible to eliminate all risks associated with the use of the Product and Service. Risks of serious injury or death, including risks associated with electrocution, arcing and thermal burns, are inherent in work in and around energized electrical systems. Such risks arise from the wide variety of electrical systems and equipment to which the Product may be applied, the manner of use or application, weather and environmental conditions and/or other unknown factors, all of which are beyond the control of Safeguard Equipment, Inc. Safeguard Equipment, Inc. does not agree to be an insurer of these or other risks, and shall have no liability for any claims arising from these or other risks inherent in electrical systems.

WHEN YOU BUY OR USE THE PRODUCT AND SERVICE, YOU AGREE TO ACCEPT THESE RISKS.

Safeguard Equipment, Inc. warrants to the original purchaser that the Product and Service will be free from defects in material and workmanship under normal, with regular service and preventative maintenance, for a period of one (1) year from the date of shipment (the "Warranty Period"). Should any failure to conform with this warranty be found during the Warranty Period, you must notify Safeguard Equipment, Inc. of your claim within thirty (30) days of discovery, and within the Warranty Period. Your failure to give notice of claims of breach of warranty within the Warranty Period shall be deemed an absolute and unconditional waiver of claims for such defects. Safeguard Equipment, Inc. will have no responsibility to honor claims received after the date the applicable Warranty Period expires.

Upon notice of your claim, Safeguard Equipment, Inc. will provide a return authorization number and further instructions on how to return the product for service. You must follow Safeguard Equipment, Inc.'s instruction. You are responsible for the Product removal, handling, re-installation, and shipping (both to and from Safeguard Equipment, Inc.). The Product returned for repair, as well as repaired or replaced, shall be sent postage / freight prepaid. After receipt of a product that Safeguard Equipment, Inc. determines is defective, Safeguard Equipment, Inc. will, at its option, either (1) repair (or authorize the repair of) the Product or (2) replace the Product, subject to the following: The Product are made using parts sourced from a variety of manufacturers. Due to the rapidly changing technology environment, parts may become obsolete / unavailable over time (end of life). In the event that a Product cannot be repaired or replaced due to unavailability of parts, Safeguard Equipment, Inc. will use commercially reasonable efforts to obtain substitute parts or conduct work around design, but cannot guarantee its ability to do so.

Items not found defective will be returned at your expense, or failing receipt of instruction from you on return of such items within five (5) business days of our notice to you that the product is not defective, Safeguard Equipment, Inc. may dispose of the product at its discretion and with no liability to you. Safeguard Equipment, Inc.'s determination of defects is final. Products repaired or replaced during the Warranty Period shall be covered by the foregoing warranties for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of the repaired or replaced Products, whichever is longer.

LIMITATIONS:

- This warranty is void in the event of misuse, alteration, faulty installation, or misapplication of the Product and Service.
- This warranty does not cover failure of product or components due to any ACT OF NATURE including, but not limited to, lightning, floods, hurricanes, tornadoes or any other such catastrophic events.
- Safeguard Equipment, Inc. does not warrant any third party products or associated hardware or their performance or suitability for use and application.
- All repairs must be authorized by Safeguard Equipment, Inc. Unauthorized repairs will not be reimbursed under any circumstances.
- Safeguard Equipment, Inc. is not required to make replacement or loaner equipment available while Products are being repaired or replaced, or to compensate you for any in/out labor charges or expenses associated with removal, handling or re-installation of the products.

To the maximum extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied.

SAFEGUARD EQUIPMENT, INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

IN NO EVENT SHALL SAFEGUARD EQUIPMENT, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THE PRODUCT AND SERVICE. THIS SHALL INCLUDE, BUT IS NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCT, FACILITIES OR SERVICES, OR DOWNTIME.

IN NO EVENT SHALL SAFEGUARD EQUIPMENT, INC. HAVE ANY LIABILITY FOR ANY THIRD PARTY PRODUCTS OR ASSOCIATED HARDWARE, OR CUSTOMER-OWNED SYSTEMS, EQUIPMENT OR SOFTWARE.

Safeguard Equipment, Inc. must have prompt notice of any claim so that an immediate product inspection and investigation can be made. Buyer and all users shall promptly notify Safeguard Equipment, Inc. of any claims, whether based on contract, negligence, strict liability, or other tort or otherwise be barred from any remedy.