

SPECIFIC TERMS: EQUIPMENT WARRANTY

20200721

1. **General**

Unless expressly set out in this Equipment Warranty ("**Warranty**"), all capitalised words not defined herein shall have the same meaning ascribed in the Terms of Use. This Warranty is incorporated and forms part of the Terms of Use.

2. **Equipment Applicability**

This Warranty is applicable to the following Equipment.

For LPR, hardware covered:

- (a) LPR camera body
- (b) kiplePark server

Camera pillar and mounting assemblies, LED display, LAN patch cords, LAN switches and LED light are not covered.

For GP FR Thermal: -

- (a) we will cover the Equipment only only.

Power adapter and device stand are not covered.

3. **Warranty Period**

The Warranty Period will commence on date and expire on the date set out in the applicable Forms.

4. **Application of Warranty**

We warrant the Equipment against critical failure resulting from original manufacturing defects in workmanship or material, under normal use. We do not warrant any uninterrupted or error-free operation of the Equipment or that all deficiencies, errors, defects, or nonconformities will be corrected.

5. **Limited Warranty Exclusions**

The warranty is subject to the following exclusions: -

- (a) battery;
- (b) failure, or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, power surge, and/or improper maintenance by Subscriber;
- (c) damage arising from use of Equipment that is not supplied by us or supplied on our behalf;
- (d) cosmetic damage which does not affect the functionality of the Equipment;
- (e) loss of any, or damage to, programs, data, or storage media;
- (f) any third-party services that are not under our control;
- (g) damage caused by Subscriber, User, and/or any third party;
- (h) damage caused by hostilities, acts or deeds of any person or group not commissioned by us;
- (i) lost, or stolen Equipment;
- (j) a Force Majeure Event; and/or
- (k) damage caused by events beyond our control

A Force Majeure Event means acts of God including, without limitation, volcanic activity, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes and tsunamis.

The warranty does not include any mobile devices, such as, smartphones, laptop and/or any handheld devices.

6. Warranty Support during Warranty Period

In the event the Equipment is found to be defective during the Warranty Period, Subscriber's sole and exclusive remedy and our entire liability under this Warranty will be, at our option: -

- (a) repair the Equipment by means of remote support, such as, but not limited to, telephone or email support;
- (b) repair the Equipment; or
- (c) replace the defective Equipment or parts of the Equipment covered by the Warranty with the same Equipment, or a similar product with a compatible, functionality equivalent.

7. Disclaimer and Exclusion

The Equipment is provided on an 'as is' basis, with all faults. We do not make any representation of any kind, whether oral or written, whether express or implied, or arising by law, custom, course of dealing, course of trade with respect to the Equipment. We disclaim any and all implied warranties on conditions of title, merchantability, fitness for a particular purpose, and non-infringement. There is no warranty of workmanlike effort, compatibility to any software or lack of negligence. We shall not be liable for any loss of data, or changes in technology, operation, or the Equipment requires modification or alteration, render the same to be obsolete, or otherwise affect its performance. We exclude liabilities under this Section.

We shall not be liable for any loss of contract, revenue, goodwill or anticipated savings or profits, wasted expenditure, or any indirect consequential, incidental, special, punitive or exemplary losses and/or damages whatsoever suffered, incurred and/or sustained by Subscriber arising from or due to the use of the Equipment or inability to use the Equipment, or breach of this Warranty (even if such loss arises directly, naturally or in the usual course of things from any breach, action, or inaction in question), whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damage.

In the event we are found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, our total aggregate liability to Subscriber shall not exceed an amount equal to the Charges paid by Subscriber to us in the last one (1) month preceding the date giving rise to the claim occurred, or Ringgit Malaysia One Thousand (RM1,000.00) only, whichever lower. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

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