

EVERYSIGHT TERMS AND CONDITIONS OF SALE

Last Updated: JUNE 12, 2018

These Terms and Conditions of Sale and any other terms referred to in these terms ("**Terms**"), apply between you and Everysight Ltd., (referred to as "**Everysight**" or "**we**"), when you order or purchase Everysight Raptor and/or accessories or Raptor DK (software development kit) (collectively the "**Products**") from our Site or from a representative of Everysight. Everysight may change these Terms from time-to-time in its discretion, provided that the version then in effect at the time of order will apply.

Please carefully read these Terms. By ordering or purchasing Products, you are agreeing to these Terms. If you do not understand the Terms or do not accept any part of them, do not place an order or purchase. To place an order or purchase, you must be 18 years or older.

When you use any of the Services (through the Site or Products), your use is subject to the applicable terms and conditions for those Services, including: the Terms of Service available at <https://everysight.com/legal/terms-of-service/>, which apply generally to the use of the Sites, Products and Services, and our Privacy Policy available at <https://everysight.com/legal/privacy-policy/>, which explains our practices regarding the collection, use and disclosure of information that we receive from you.

You should review these documents before placing an order for any Products through the Site. Capitalized terms not defined in these Terms will have the meaning set forth in the Terms of Service.

1. Online Orders

You can purchase the Products via our Site. When you submit your order on our Site, your payment information will be handled by an independent third party service provider, which operates under separate Terms and Conditions with respect to your online payment transaction. You understand that you are paying the entire purchase price towards the Products upfront, authorizing our payment processing partner to charge you for the full purchase price of the Products. Orders are subject to availability and we will indicate availability of an item ("in stock", "out of stock" or "pre-ordered") and estimated delivery time during the order process and in the confirmation email sent following completion of an order. We will notify you by email when your order has shipped. We are under a legal duty to supply Products that are in conformity with these Terms.

2. Order Acceptance

We reserve the right, at our sole discretion, to refuse or cancel any order for any reason, or to limit the quantity of Products sold to you. You will be charged at the time you place your order, not when your order is shipped. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in our product or pricing information, or problems identified by our credit and fraud avoidance system. We will contact you if all or any portion of your order is canceled. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit refund to your credit card (or other applicable payment account) in the amount of the charge. Prices, specifications and configurations that are quoted for the Products on the Site are subject to change without notice, and Everysight reserves the right at any time in its sole discretion and without notice to correct any errors, inaccuracies or omissions to the information on the Site.

3. Prices, Taxes and extra charges

Prices advertised on our Site are subject to change without notice, and do not include shipping or applicable country or region taxes, which may be added to the price you pay and will be usually calculated prior to checkout. However, you are responsible for, and shall pay, any applicable import taxes and duties that may be applicable to the sale and/or delivery of the Products. Unless otherwise specified, all prices, charges and refund amounts are in U.S. Dollars, and Everysight is not responsible for changes in currency exchange rates or transaction fees.

4. Changes to Orders Prior to Shipment

You may request to cancel your order or change the time or place of delivery of your order at any time prior to shipment by contacting us at support@everysight.com. You will be responsible for any additional charges due to changes in delivery. In the event that you are entitled to a refund, Everysight will process your refund within 14 days following receipt of a cancellation request.

5. Delivery of Products

By placing an order for our Products, you are acknowledging and agreeing to support a new Product. You understand that the Products are under development, and numerous technical, financial, and practical obstacles may interfere with their delivery to you. We will use reasonable commercial efforts to deliver the Products within the timelines estimated in the order form. You understand that all scheduled shipment dates are estimates only and not guaranteed. We'll make reasonable efforts to meet the scheduled shipment dates, but in no event will we be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.

In case of any unforeseen delays, we will keep you updated on progress using the email address associated with your Account; provided we do this, we will not be liable for delays caused by the event. When contacting you, we will notify you of your options, including, if appropriate under the circumstances, the ability to cancel your order. In the event of inconvenience due to any unforeseen delay in the timeline, please inform us at support@everysight.com and we will make reasonable efforts to resolve your issue.

Everysight will deliver Products to the address you provide at the time of order. Note that we cannot deliver to a PO Box, and may not be able to deliver to all locations. If Everysight does not offer shipping to the address indicated, you will be sent a notice and the order will not be processed. Please ensure that your information is accurate, as Everysight cannot be responsible for delivery problems due to inaccurate information. You will be charged for extra shipping costs incurred for if your order is not delivered successfully due to errors in the information you provide. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery, we may end the contract for the Products.

Title and risk of loss to the Products pass to you upon delivery. You should inspect all packages and Products for shipping damage upon receipt (except for latent damage).

6. Returns and Refunds

Should you change your mind, we offer you the right for a limited time to return unopened Products. Products may be returned to your original seller within 14 days from delivery (as shall be indicated by the applicable shipping agent), provided the Product (i) is unused and in its original unopened packaging with all

contents and (ii) has not been designated by us as non-returnable. To return a Product, you must first contact your original seller or Everysight at support@everysight.com to request a return merchandise authorization (“**RMA**”). Everysight or the original seller shall provide you with RMA instructions which you will need to comply with when returning the Products. Authorized returns will be eligible for a refund of your purchase price, excluding shipping costs and non-refundable taxes. Refunds will be issued within 14 days of receipt of the returned Product, with payment or credit issued based on the method of payment you used for your original purchase.

Everysight reserves the right to refuse to accept returns made without a valid RMA or not in compliance with the RMA instructions. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. Also, we may in our discretion accept returns of opened and/or used Products for a partial refund.

The contractual right to return Products described in this Section 6 is additional to and does not affect any statutory rights to withdraw from a purchase that you may have. If you are a resident within an EU country and contracting with us as a consumer within the meaning of Art. 2(1) of Directive 2011/83/EU (i.e., for purposes which are outside your trade, business, craft or profession), you have the rights to withdraw from your contract with us as specified in the Everysight Withdrawal Information available at Section 17 below.

7. Export

The Products may be subject to the export laws and regulations of the United States. You shall be responsible for compliance with all export control laws and regulations of the U.S. Government and any other applicable governmental authority (including without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations) (“**Export Laws**”). Neither the Products nor any direct product thereof nor any technical data related thereto may be: (i) exported or re-exported directly or indirectly in violation of any applicable Export Laws (including without limitation to any to any individual, entity or country prohibited by Export Laws, including by any U.S. sanctions program or to anyone on the SDN List, the Denied Persons List or Entity List or other export control lists); or (ii) used for any purposes prohibited by any applicable export laws. You represent and warrant that you are not identified on the U.S. Office of Foreign Assets Control’s Specially Designated Nationals List (“**SDN List**”), and are not on the U.S. Department of Commerce’s Denied Persons List or Entity List or any other U.S. export control list.

8. Limited One Year Warranty

Everysight warrants with respect to the Products or any part thereof only as set forth under the Limited Warranty available at <https://everysight.com/legal/warranty/> (“**Limited Warranty**”), which is in addition to, and does not replace, your existing rights under applicable local consumer laws.

9. Hazardous Activity Disclaimer

The Products are not designed for use in operating motor vehicles or aircraft, or any other activities where product failure reasonably could lead to injury to persons or loss of life or catastrophic property damage (“**Hazardous Activities**”). Products are intended to be used only as a travel aid and must not be used for any purpose requiring precise measurement of direction. TO THE MAXIMUM EXTENT PERMITTED UNDER LOCAL LAW, EVERYSIGHT DISCLAIMS ANY AND ALL LIABILITY FROM, AND YOU ASSUME ALL RISK OF USE OF THE PRODUCTS IN, SUCH HAZARDOUS ACTIVITIES.

10. Limitation of Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

TO THE MAXIMUM EXTENT PERMITTED UNDER LOCAL LAW, EVERYSIGHT AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, LICENSORS, DISTRIBUTORS AND SUPPLIERS (COLLECTIVELY, "EVERYSIGHT PARTIES"), WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EVERYSIGHT PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL EVERYSIGHT PARTIES' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNT YOU HAVE ACTUALLY PAID TO EVERYSIGHT FOR THE PRODUCT.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, and we do not exclude or limit in any way our liability to you where it would be unlawful to do so. The above limitations may not apply to you in which case such limitation or exclusion shall apply to maximum extent permitted by applicable law.

We are not liable for business losses. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purposes we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. Deviating Terms for German Consumers

If you habitually reside within the Federal Republic of Germany and are acting as a consumer within the scope of Regulation (EC) No. 593/2008, this Section 11 shall apply and the following shall replace Section 10 (Limitation of Liability):

The liability of Everysight for damages and futile expenses ("**Damages**"), irrespective of the legal nature of the claim (i.e., whether under contract, tort, or otherwise),

- a) caused by (i) a breach of material contractual obligations of Everysight with ordinary negligence (*einfache Fahrlässigkeit*), or (ii) a breach of non-material obligations by employees or vicarious agents of Everysight who are not legal representatives or executive officers (*leitende Angestellte*) of Everysight with gross negligence (*grobe Fahrlässigkeit*), shall be limited to those Damages foreseeable at the time of the conclusion of the agreement between the parties that typically arise in transactions of this kind; and
- b) caused by a breach of non-material obligations with ordinary negligence (*einfache Fahrlässigkeit*) shall be excluded.

For the purposes of this Section 12, a material contractual obligation is an obligation of one party, the fulfilment of which is a prerequisite for enabling the proper fulfilment of the agreement between the parties and on the fulfilment of which the other party regularly relies and may rely.

Notwithstanding the above, nothing in these Terms shall limit the liability of Everysight for Damages arising (i) from death or personal injury, (ii) from fraudulently concealed defects of goods or services, (iii) from breach of a contractual guarantee as to the quality of goods or services, or (iv) in case of any other liability pursuant to applicable mandatory law, where such liability cannot be excluded or limited by agreement between the parties in advance (e.g., under section 1 of the German Product Liability Act).

The above limitations to liability apply accordingly to the liability of employees, executive officers, legal representatives and vicarious agents of Everysight.

12. Governing Law

These Terms, including any obligations, rights, and claims of the parties arising out of or in connection with these Terms, any questions regarding their validity, and any amendments hereto – irrespective of the legal grounds (e.g., under contract, tort or otherwise) – shall be exclusively governed by and construed in accordance with the laws of England and Wales, excluding their conflict of laws provisions. If you are acting as a consumer within the scope of Regulation (EC) No. 593/2008, the foregoing choice of governing law shall not have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the laws applicable where you habitually reside.

13. Choice of Forum

If you are not acting as a consumer within the scope of Regulation (EU) No. 1215/2012, the competent courts in England shall have exclusive jurisdiction over any claim, dispute or action arising under or in connection with these Terms, including disputes on their validity, irrespective of the legal nature of such dispute, claim, or action, except that we, at our option, shall always be allowed to bring suit at your seat or place of habitual residence.

Please note that disputes may also be submitted for online resolution to the [European Commission Online Dispute Resolution platform](#).

14. General Terms

These Terms constitute the entire and exclusive understanding and agreement between Everysight and you regarding the Products, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Everysight and you regarding the Products. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Everysight's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Everysight may freely assign or transfer these Terms without restriction. You may, only where permitted under local law, transfer our Limited Warranty to a person who has acquired the Product; we may require the person to whom the Limited Warranty is transferred to provide reasonable evidence that they are now the owner of the relevant Product. Subject to the foregoing, these Terms will bind and inure to the benefit of

the parties, their successors and permitted assigns.

Nobody else has any rights under these Terms (except someone, to whom you pass the Limited Warranty, if applicable). These Terms are between you and us. No other person shall have any rights to enforce any of its provisions.

EVERYSIGHT's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of EVERYSIGHT. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

15. Statutory right to cancel

In accordance with Section 6, you have the right to cancel the contract with us within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold the reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the goods.

Model cancellation form

(Complete and return this form only if you wish to withdraw from the contract for our goods)

To Eversight Ltd, Andrei Sakharov 9, Building 3, Advanced Technology Center, Haifa, Israel 3508409, support@eversight.com:

I hereby give notice that I cancel my contract of sale of the following goods:	
Ordered on:	
Received on:	
Order ID:	
Name of consumer:	
Address of consumer:	
Signature of consumer:	
Date:	

16. Contact Information

If you have any questions about these Terms or the Products, please contact Eversight at:

Eversight Ltd.
support@eversight.com.