

EVERYSIGHT LIMITED ONE YEAR WARRANTY

This limited warranty is provided by Eversight Ltd. for the Eversight Raptor and/or accessories and/or Raptor DK ("**Device**") and is only valid and enforceable where the Device is sold through approved sales channels.

1. **Warranty Scope and Terms.**

a. Eversight warrants that, for a period of one (1) year from delivery ("**Warranty Period**"), the Device will be free from defects in material or workmanship under ordinary consumer use in accordance with the published specifications of the Device ("**Limited Warranty**"). This Limited Warranty is only to the original purchaser and is not transferable.

b. In the event that a Device is defective, Eversight's sole obligation under this warranty will be at its option to repair or replace the Device.

c. The repaired or replaced Device will remain under this Limited Warranty for the remaining original Warranty Period.

2. **Exclusions.**

The Limited Warranty does not apply to defects, errors or damages due to: (i) normal wear and tear; (ii) misuse, accident, abuse, neglect; (iii) physical damage to the surface of the Device; (iv) user's failure to abide by the then applicable use, safety, and maintenance instructions as published at Eversight's web-site; (v) opening, disassembly, or repairing of Device or any part thereof by someone not authorized by Eversight; (vi) installation or enabling of unauthorized software or services (including without limitations installation of software applications not provided or permitted by Eversight); (vii) unauthorized alterations to the Device software; or (viii) use of the Device in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by Eversight. The Device is not designed for or warranted against damage from use in areas subject to extreme temperature, excessive moisture, electrical interference or other inherently adverse environments.

In addition, the Limited Warranty shall not apply: (a) if the Device was not purchased from Eversight or its authorized retailers; (b) to any Device where the serial number has been removed or that has been damaged or rendered defective as a result of misuse, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes; (c) to any equipment other than the Device; (d) to any consumable parts, such as batteries, unless product damage has occurred due to a defect in materials or workmanship; and (e) to any software, whether or not supplied by Eversight.

This Limited Warranty does not guarantee that use of the Device will be uninterrupted or error free, and we make no warranty as to the accuracy or completeness of any data displayed on the Device.

3. **Returning the Device.** Please contact support@eversight.com for specific instructions about how to obtain warranty service for your Device. In order to qualify for the remedy above, you must provide your contact information, and the serial number of your Device. In certain situations, we may also require you to provide a purchase receipt.

4. **Data.** It is your responsibility to backup any data, software, or other materials you may have on your Device, to factory reset your Device and to erase all personal and/or other data on the Device before delivering it to us. We will not be responsible for any data, software, or materials that are lost or reformatted.

5. **Disclaimer.** THE LIMITED WARRANTY APPLICABLE TO A DEVICE REPRESENTS EVERYSIGHT'S ENTIRE REPRESENTATIONS, CONDITIONS, ENDORSEMENTS AND WARRANTIES TO YOU. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS WARRANTY. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH IN THE LIMITED WARRANTY, EVERYSIGHT EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WHETHER STATUTORY OR IMPLIED. Some jurisdictions do not allow limitations on how long an implied warranty lasts so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction

6. **Limitation of Liability.**

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 DEVICES, 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 DEVICES EXCEED THE AMOUNT YOU HAVE ACTUALLY PAID TO EVERYSIGHT FOR THE DEVICES GIVING RISE TO THE LIABILITY.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, 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.