

## EVERYSIGHT LIMITED ONE YEAR WARRANTY

This limited warranty is provided by Everysight Ltd. for the Everysight Raptor and/or accessories and/or Raptor DK ("**Device**") and is only valid and enforceable where the Device is sold by Everysight or through authorized retailers. The liability of the seller of the Device for defects thereof pursuant to the agreement between you and the seller shall remain unaffected by the provisions of this limited warranty.

### 1. **Warranty Scope and Terms.**

a. Everysight warrants that, for a period of twelve (12) months 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**"). Unless permissible in accordance with local laws, this Limited Warranty is only made to the original purchaser of the Device and is not transferable.

b. In the event that a Device is defective, Everysight'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.

d. **REPAIR OR REPLACEMENT IS THE ONLY RIGHT TO WHICH YOU ARE ENTITLED AND REPRESENT THE ENTIRETY OF EVERYSIGHT'S WARRANTY OBLIGATION UNDER THIS LIMITED WARRANTY. NO EMPLOYEE OR REPRESENTATIVE OF EVERYSIGHT HAS THE AUTHORITY TO ASSUME ANY FURTHER WARRANTY OBLIGATION OR TO AMEND THIS LIMITED WARRANTY ON BEHALF OF EVERYSIGHT. EVERYSIGHT'S LIABILITY UNDER THIS LIMITED WARRANTY WILL NOT EXTEND TO ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR GOODWILL.** The foregoing limitations of warranty will have no effect on any statutory warranty claims or damage compensation claims to which buyers of a Device may be entitled under their agreement with their seller with respect to defects in the purchased Device.

### 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) the user's failure to abide by the then-applicable use, safety, and maintenance instructions as published on Everysight's web-site; (v) opening, disassembly, or repairing of Device or any part thereof by someone not authorized by Everysight; (vi) installation or enabling of unauthorized software or services (including without limitations installation of software applications not provided or permitted by Everysight); (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 Everysight. 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 Everysight 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 Everysight.

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@everysight.com](mailto:support@everysight.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. **Governing law and Forum.** This Limited Warranty, including any obligations, rights, and claims arising out of or in connection with this Limited Warranty, any questions regarding its 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. 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 this Limited Warranty, including disputes on its 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.

6. **Notice.** This Limited Warranty gives you specific legal rights that may vary depending on local law. You may have contractual and/or statutory warranties under local law (including a right against the seller of a defective Device to repair, replacement, refund, price reduction and/or damages). This Limited Warranty shall not affect any rights under applicable national consumer protection laws.