



PART I - STANDARD LIMITED HARDWARE WARRANTY STATEMENT FOR NON-COMPUTING EQUIPMENT

THIS STANDARD LIMITED WARRANTY CONTAINS A MANDATORY AND BINDING ARBITRATION PROVISION IN WHICH YOU AND ARRIVE SYSTEMS AGREE TO RESOLVE ANY DISPUTES BETWEEN THE PARTIES BY BINDING ARBITRATION. PLEASE SEE SECTION TITLED "HOW DO WE RESOLVE DISPUTES" BELOW.

SUMMARY WARRANTY TERMS AND CONDITIONS

One (1) Year Standard Limited Warranty ("Limited Warranty") for the United States, United States Territories, Puerto Rico, Latin America, and the Caribbean.

What Does Your Warranty Cover?

ARRIVE SYSTEMS America Information Systems, Inc. ("ARRIVE SYSTEMS") warrants that the ARRIVE SYSTEMS branded product you purchased for your end use ("Product") is free from defects in materials and workmanship under normal use during the Limited Warranty Period. This Limited Warranty covers the Product for warranty service only within the country where the Product was originally purchased and only covers Products purchased as new.

How Long Does This Warranty Last?

One (1) year after the date of your purchase ("Limited Warranty Period") excluding specific sub-assemblies and consumable parts that are excluded as given below in the detailed warranty statement. Warranty extensions may be made as per the terms and conditions listed in the detailed statement given below.

What Will ARRIVE SYSTEMS Do?

If the Product fails to work as warranted, ARRIVE SYSTEMS will, in its sole discretion, repair or replace the Product or part with a new or remanufactured product/part that is at least equivalent to the original Product/part. This is your sole and exclusive remedy for breach of warranty.

Replacement parts or products are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the Limited Warranty Period, whichever is longer.

ARRIVE SYSTEMS IS NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR INFORMATION ON THE PRODUCT BEING SERVICED, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY ARRIVE SYSTEMS WHEN THE PRODUCT WAS MANUFACTURED.

What Are Your Obligations?

You must retain proof of purchase showing price, date, location of purchase and Product description which may be required for warranty service. ARRIVE SYSTEMS strongly recommends you register your Product either during the initial start-up of the Product, or online. Your failure to complete Product Registration will not diminish your rights under this Limited Warranty for the duration of the Limited Warranty Period.

Always keep a backup copy of the data on your Product before sending it in for repair and remove all confidential, proprietary or personal information. Also be sure to remove all accessories or peripherals. ARRIVE SYSTEMS IS NOT RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACCESSORIES SHIPPED WITH THE PRODUCT. If you authorize ARRIVE SYSTEMS to perform any services excluded under this Limited Warranty, you may pay standard repair fees for such work.

YOU MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS PROVIDED WITH THE PRODUCT. IF YOU FAIL TO DO SO, THIS PRODUCT MAY BE DAMAGED OR MAY NOT FUNCTION PROPERLY, OR YOU MAY LOSE DATA OR SUSTAIN PERSONAL INJURIES. PLEASE MAKE SURE YOU HAVE READ AND UNDERSTOOD THE DETAILED WARRANTY TERMS AND CONDITIONS GIVEN BELOW WHICH IS AN ESSENTIAL PART OF THE STANDARD LIMITED WARRANTY TERMS AND CONDITIONS.

DETAILED WARRANTY TERMS AND CONDITIONS

The warranties provided by ARRIVE in this Standard Limited Hardware Warranty apply only to Hardware Products you purchase for your use, and not for resale. The term "Hardware Product" means a electronic and/or electro-mechanical device with a specific function and limited configuration ability. The Hardware Product is sold by ARRIVE for the purpose of executing the specific functions specified with it using the firmware embedded on the device. ARRIVE warrants that the ARRIVE Hardware Products that you have purchased or leased from ARRIVE or its authorized channel partners are free from defects in materials or workmanship under normal use during the Limited Warranty Period.

The Limited Warranty Period starts on the date of purchase or lease from ARRIVE. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your ARRIVE Hardware Product is required within the Limited Warranty Period.

NOTHING IN THIS STATEMENT OF LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

1. LIMITED HARDWARE WARRANTY

- a) Limited Warranty Period for Hardware : ARRIVE warrants to end users only, that the hardware Products meet the ARRIVE's published specifications, and will be free from defects in workmanship or material for a period of one (1) year from the date of purchase from ARRIVE excluding the parts and sub-assemblies specified in 1.b. below. This limited warranty period may be extended by another one(1) year for a total of two (2) years period from the date of purchase from ARRIVE, provided the end-user successfully registers the purchase with Arrive Systems Inc. in the ARRIVE User Center Account, via the user registration portal on www.arrivesys.com.

- b) The following sub-assemblies or parts given below are excluded from the Limited Warranty Period as individually specified below applicable from the date of purchase from Arrive :
 - i. All Disk drives and any other moving or rotating mechanical parts, pan/tilt heads and power supplies are covered for a period of one (1) year only and does not extend with user registration.
 - ii. Touchscreen Plasma, LCD and LED displays and overlay components are covered for ninety (90) days.
- c) Consumables such as batteries and lamps are not covered. During the Limited Warranty Period, ARRIVE will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of ARRIVE. In the unlikely event that your ARRIVE Hardware Product has recurring failures, ARRIVE, at its sole discretion, may elect to provide you with (a) a replacement unit of ARRIVE's choosing that is the same or equivalent to your ARRIVE Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.
- d) It is mandatory that the unit product number, serial number and MAC address (where applicable) be made available when requesting a warranty service event. Failure to do so may result in the event being deemed out of warranty by ARRIVE or, ARRIVE's Authorized Service Providers, and therefore chargeable to the requester.
- e) After the Warranty Period, certain return material authorization ("RMA") services, as provided by ARRIVE (which are not covered under this warranty), are available for all Hardware Products pursuant to a purchased and active ARRIVE support agreement.
- f) Your sole and exclusive remedy, and ARRIVE's sole and exclusive liability for defective hardware components, shall be that ARRIVE, subject to the terms and conditions of this Section 1, and solely upon confirmation of a defect or failure of a hardware component to perform as warranted, shall at its sole option, either repair or replace the nonconforming hardware component or return of the price paid for the Hardware Product. All replacement parts furnished to you under this warranty shall be refurbished and equivalent to new, and shall be warranted as new for the remainder of the original warranty period.
- g) If a hardware failure occurs in the first 30 days from the product's software activation, ARRIVE will replace it with a replacement part or full unit as may be needed. All defective parts, which have been replaced, shall become the property of ARRIVE. All defective parts that have been repaired shall remain Your property.
- h) ARRIVE shall, at its option, repair or replace any product found defective, without charge for parts or labor. Repaired or replaced equipment and parts supplied under this warranty shall be covered only by the unexpired portion of the warranty.
- i) ARRIVE may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive. This warranty gives You specific legal rights. You may have other rights that vary from state to state.

2. EXCLUSIONS

- a) ARRIVE does not guarantee that the operation of this product will be uninterrupted or error-free. ARRIVE is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the ARRIVE hardware product. The foregoing warranties and remedies shall be void as to any Hardware Products damaged or rendered unserviceable by one or more of the following: (1) improper or inadequate maintenance by anyone other than ARRIVE or ARRIVE's authorized agents, (2) software or interfacing supplied by anyone other than ARRIVE, (3) modifications, alterations or additions to the Hardware Products by personnel not certified by ARRIVE or ARRIVE's authorized agents to perform such acts, or other unauthorized repair, installation or opening or other causes beyond ARRIVE's control, (4) unreasonable refusal to agree with engineering change notice programs, (5) negligence by any person other than ARRIVE or ARRIVE's authorized agents, (6) misuse, abuse, accident, electrical irregularity, contamination, improper or inadequate maintenance or calibration or other external causes such as theft, vandalism, fire, water or other peril, (7) damage caused by containment and/or operation outside the environmental specifications for the Hardware Products, (8) alteration or connection of the Hardware Products to other systems, equipment or devices (other than those specifically approved by ARRIVE) without the prior approval of ARRIVE, or (9) any use that is inconsistent with the user manual or by operation outside the usage parameters stated in the user documentation that shipped with the product (including burned monitor screens and incorrect input voltage), (10) the serial number has been removed, damaged or rendered unreadable, (11) by software, interfacing, parts or supplies not supplied by ARRIVE, (12) improper site preparation or maintenance, (13) virus infection, (14) loss or damage in transit. The warranty period is not extended if ARRIVE repairs or replaces a warranted product or any parts.
- b) Warranty on Software products of ARRIVE are governed by the terms of the End-User License Agreement (EULA) and the end-customer will be eligible to support on the software based on the terms of the EULA and any support plans purchased with the purchase of the products.
- c) ARRIVE is not liable for any claim made by a third party or made by the purchaser for a third party.
- d) This warranty does not cover the cost of equipment installation, removal, or reinstallation.

3. HARDWARE RETURN PROCEDURES

- a) If a Hardware Product or one of its component parts does not function as warranted during the warranty period, and such nonconformance can be verified by ARRIVE, ARRIVE, at its election, will provide either return and replacement service or replacement with a refurbished part/unit for the Hardware Product under the type of warranty service ARRIVE designates for that Hardware Product.
- b) A defective Hardware Product or one of its component parts may only be returned to ARRIVE upon ARRIVE's prior written

approval. Any such approval shall reference an RMA number issued by an authorized ARRIVE service representative.

- c) To request an RMA number, you or your local ARRIVE Certified Solution Provider must contact ARRIVE's CarePoint Technical Assistance Center ("CTAC") and open a Service Request. You should always register the Hardware Product in your ARRIVE User Center account. If you do not register the Hardware Product with ARRIVE, you may be required to present proof of purchase as evidence of your entitlement to warranty service.
- d) The Hardware Product's identification numbers such as model, serial number, MAC address (as applicable) will be required for all RMA cases.
- e) Transportation costs, if any, incurred in connection with the return of a defective Hardware Product to ARRIVE shall be borne by You. Any transportation costs incurred in connection with the redelivery of a repaired or replacement item to You by ARRIVE shall be borne by ARRIVE; provided, however, that if ARRIVE determines, in its sole discretion, that the allegedly defective item is not covered by the terms and conditions of the warranty or that a warranty claim is made after the warranty period, the cost of the repair by ARRIVE, including all shipping expenses, shall be reimbursed by You.

4. HARDWARE REPLACEMENT PROCEDURES

- a) ARRIVE will attempt to diagnose and resolve your problem over the phone or web. Upon determination of the hardware issue is related to a malfunction of one of the Hardware Product components, an RMA process will be initiated by ARRIVE's CTAC. ARRIVE's CTAC will either issue a replacement of the faulty part (like Power Supply, Fan, Hard Disk, etc.) or a full Unit Replacement.
- b) For Warranty Replacement service, it is required that you deliver the faulty unit to a location ARRIVE designates, and provide courier name and tracking number to ARRIVE's CTAC. After the Faulty unit is returned to ARRIVE, ARRIVE will use commercially reasonable efforts to ship the replacement hardware within seven (7) business days. Actual delivery times may vary depending on Your location. ARRIVE's CTAC will send the required hardware to the Hardware Product's physical location, as it appears in your User Center and as verified with You when opening the Support Service Request.
- c) Hardware Advance Replacement, support options are available for customers who have purchased the CarePoint Hardware Product support plan with ARRIVE.
- d) More information on the ARRIVE support programs is specified on ARRIVE's website(www.arrivesys.com)

5. DEAD ON ARRIVAL (DOA)

If a defective Hardware Product covered under warranty fails to operate on first power up and remote or on-site trouble shooting does not solve the problem, ARRIVE will provide expedited replacement of a new unit from ARRIVE fulfillment hub, following confirmation of any such failure, provided such intimation is received by ARRIVE within a total of one hundred and twenty (120) days from the date of ARRIVE's shipment of the Hardware Product from its warehouse.

6. ADDITIONAL RESPONSIBILITIES

You agree:

- 6.1 Before ARRIVE or its partner exchanges a Hardware Product or part, to remove all features, parts, options, alterations, data and attachments not under warranty service and ensure that the Hardware Product is free of any legal obligations or restrictions that prevent its exchange.
- 6.2 To obtain authorization from the owner to have ARRIVE or its partner service a Hardware Product that you do not own.
- 6.3 Where applicable, before service is provided:
 - i. Follow the service request procedures that ARRIVE or its partner provides;
 - ii. Backup and secure all programs and data in the Hardware Product;
 - iii. Inform ARRIVE or its partner of changes in the Hardware Product physical location.
 - iv. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION.
- 6.4 To provide ARRIVE or its partner with sufficient and safe access to your facilities to permit ARRIVE to fulfill its obligations.
- 6.5 To ship back the faulty Hardware Product (or replaceable unit) suitably packaged according to the guidelines as ARRIVE specified in the letter shipped with the RMA, to the ARRIVE designated location.
- 6.6 You shall ship the faulty Hardware Product once CTAC approves the RMA and provide the courier name and tracking number to CTAC before ARRIVE processes the RMA.
- 6.7 If you are a customer who has purchased the support plan with ARRIVE covering Advanced Replacement Service, You will ship the faulty Hardware Product within five (5) business days of the arrival of the RMA, or pay the standard ARRIVE list price of replacement Hardware Product.
- 6.8 To securely erase from any Hardware Product you return to ARRIVE for any reason all programs and data not provided by ARRIVE with the Hardware Product. You acknowledge that in order to perform its responsibilities under this Limited Hardware Warranty, ARRIVE may ship all or part of the Hardware Product or its software to third party locations around the world, and you authorize ARRIVE to do so.
THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

7. WARRANTY DISCLAIMERS & LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS WARRANTY OR OTHERWISE, NEITHER ARRIVE NOR ITS SUPPLIERS WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS WARRANTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER ARRIVE OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (i) ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS; OR (ii) FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; OR (iii) FOR ANY CLAIMS BASED ON ANY ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS OR SERVICE, FOR ANY AMOUNT IN EXCESS OF THE PRICE PAID TO ARRIVE FOR SUCH DEFECTIVE PRODUCT(S) OR SERVICE; OR (IV) FOR ALL OTHER CLAIMS NOT RELATED TO AN ERROR, DEFECT OR NONCONFORMITY IN THE HARDWARE PRODUCTS, ANY AMOUNTS IN EXCESS

IN THE AGGREGATE OF THE AMOUNT PAID TO ARRIVE HEREUNDER DURING THE THREE (3) MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

ARRIVE IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. ARRIVE IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY ARRIVE WHEN THE PRODUCT IS MANUFACTURED.

ARRIVE IS NOT RESPONSIBLE FOR ANY INTEROPERABILITY OR COMPATIBILITY ISSUES THAT MAY ARISE WHEN (1) PRODUCTS, SOFTWARE, OR OPTIONS NOT SUPPORTED BY ARRIVE ARE USED; (2) CONFIGURATIONS NOT SUPPORTED BY ARRIVE ARE USED; (3) PARTS INTENDED FOR ONE SYSTEM ARE INSTALLED IN ANOTHER SYSTEM OF DIFFERENT MAKE OR MODEL.

THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY TO THE ORIGINAL PURCHASER. IN NO EVENT SHALL ARRIVE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (PROPERTY OR ECONOMIC DAMAGES INCLUSIVE) ARISING FROM THE SALE OR USE OF THIS EQUIPMENT. THE PURCHASER ASSUMES AND WILL HOLD HARMLESS ARRIVE IN RESPECT OF ALL SUCH LOSSES. ARRIVE'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, OR USE OF THE UNIT SHALL NEVER EXCEED THE PURCHASE PRICE OF THE UNIT.

ARRIVE SYSTEMS INCORPORATED AND ITS SUBSIDIARIES (ARRIVE) RESERVE THE RIGHT TO MAKE CORRECTIONS, MODIFICATIONS, ENHANCEMENTS, IMPROVEMENTS, AND OTHER CHANGES TO ITS PRODUCTS AND SERVICES AT ANY TIME AND TO DISCONTINUE ANY PRODUCT OR SERVICE WITHOUT NOTICE. CUSTOMERS SHOULD OBTAIN THE LATEST RELEVANT INFORMATION BEFORE PLACING ORDERS AND SHOULD VERIFY THAT SUCH INFORMATION IS CURRENT AND COMPLETE. ALL PRODUCTS ARE SOLD SUBJECT TO ARRIVE'S TERMS AND CONDITIONS OF SALE SUPPLIED AT THE TIME OF ORDER ACKNOWLEDGMENT.

ARRIVE WARRANTS PERFORMANCE OF ITS HARDWARE PRODUCTS TO THE SPECIFICATIONS APPLICABLE AT THE TIME OF SALE IN ACCORDANCE WITH ARRIVE'S STANDARD LIMITED WARRANTY. TESTING AND OTHER QUALITY CONTROL TECHNIQUES ARE USED TO THE EXTENT ARRIVE DEEMS NECESSARY TO SUPPORT THIS WARRANTY. EXCEPT WHERE MANDATED BY GOVERNMENT REQUIREMENTS, TESTING OF ALL PARAMETERS OF EACH PRODUCT IS NOT NECESSARILY PERFORMED.

ARRIVE ASSUMES NO LIABILITY FOR APPLICATIONS ASSISTANCE OR CUSTOMER INSTALLATION DESIGN AND INTEGRATED SYSTEMS CREATED FOR THE CUSTOMER BY PARTIES OTHER THAN ARRIVE BY USING ARRIVE PRODUCTS. CUSTOMERS ARE RESPONSIBLE FOR THEIR USE CASE APPLICATIONS USING ARRIVE PRODUCTS AND SERVICES. TO MINIMIZE THE RISKS ASSOCIATED WITH CUSTOMER USE CASE AND APPLICATIONS, CUSTOMERS SHOULD PROVIDE ADEQUATE DESIGN AND OPERATING SAFEGUARDS WITHIN THEIR INSTALLATION DESIGN OR HIRE THE SERVICES OF QUALIFIED DESIGN CONSULTANTS.

ARRIVE DOES NOT WARRANT OR REPRESENT THAT ANY LICENSE, EITHER EXPRESS OR IMPLIED, IS GRANTED UNDER ANY ARRIVE PATENT RIGHT, COPYRIGHT, MASK WORK RIGHT, OR OTHER ARRIVE INTELLECTUAL PROPERTY RIGHT RELATING TO ANY COMBINATION, SYSTEM, OR PROCESS IN WHICH ARRIVE PRODUCTS OR SERVICES ARE USED. INFORMATION PUBLISHED BY ARRIVE REGARDING THIRD-PARTY PRODUCTS OR SERVICES DOES NOT CONSTITUTE A LICENSE FROM ARRIVE TO USE SUCH PRODUCTS OR SERVICES OR A WARRANTY OR ENDORSEMENT THEREOF. USE OF SUCH INFORMATION MAY REQUIRE A LICENSE FROM A THIRD PARTY UNDER THE PATENTS OR OTHER INTELLECTUAL PROPERTY OF THE THIRD PARTY, OR A LICENSE FROM ARRIVE UNDER THE PATENTS OR OTHER INTELLECTUAL PROPERTY OF ARRIVE.

REPRODUCTION OF ARRIVE INFORMATION IN ARRIVE DATA BOOKS OR DATA SHEETS IS PERMISSIBLE ONLY IF REPRODUCTION IS WITHOUT ALTERATION AND IS ACCOMPANIED BY ALL ASSOCIATED WARRANTIES, CONDITIONS, LIMITATIONS, AND NOTICES. REPRODUCTION OF THIS INFORMATION WITH ALTERATION IS AN UNFAIR AND DECEPTIVE BUSINESS PRACTICE. ARRIVE IS NOT RESPONSIBLE OR LIABLE FOR SUCH ALTERED DOCUMENTATION. INFORMATION OF THIRD PARTIES MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS.

RESALE OF ARRIVE PRODUCTS OR SERVICES WITH STATEMENTS DIFFERENT FROM OR BEYOND THE PARAMETERS STATED BY ARRIVE FOR THAT PRODUCT OR SERVICE VOIDS ALL EXPRESS AND ANY IMPLIED WARRANTIES FOR THE ASSOCIATED ARRIVE PRODUCT OR SERVICE AND IS AN UNFAIR AND DECEPTIVE BUSINESS PRACTICE. ARRIVE IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH STATEMENTS.

ARRIVE PRODUCTS ARE NOT AUTHORIZED FOR USE IN SAFETY-CRITICAL APPLICATIONS (SUCH AS LIFE SUPPORT) WHERE A FAILURE OF THE ARRIVE PRODUCT WOULD REASONABLY BE EXPECTED TO CAUSE SEVERE PERSONAL INJURY OR DEATH, UNLESS TWO AUTHORIZED OFFICERS OF ARRIVE HAVE JOINTLY EXECUTED AN AGREEMENT SPECIFICALLY GOVERNING SUCH USE. BUYERS REPRESENT THAT THEY HAVE ALL NECESSARY EXPERTISE IN THE SAFETY AND REGULATORY RAMIFICATIONS OF THEIR APPLICATIONS, AND ACKNOWLEDGE AND AGREE THAT THEY ARE SOLELY RESPONSIBLE FOR ALL LEGAL, REGULATORY AND SAFETY-RELATED REQUIREMENTS CONCERNING THEIR USE CASE WHICH INVOLVES ANY USE OF ARRIVE PRODUCTS IN SUCH SAFETY-CRITICAL APPLICATIONS, NOTWITHSTANDING ANY APPLICATIONS-RELATED INFORMATION OR SUPPORT THAT MAY BE PROVIDED BY ARRIVE. FURTHER, BUYERS MUST FULLY INDEMNIFY ARRIVE AND ITS REPRESENTATIVES AGAINST ANY DAMAGES ARISING OUT OF THE USE OF ARRIVE PRODUCTS IN SUCH SAFETY-CRITICAL APPLICATIONS.

ARRIVE PRODUCTS ARE NEITHER DESIGNED NOR INTENDED FOR USE IN MILITARY/ AEROSPACE APPLICATIONS OR ENVIRONMENTS UNLESS THE ARRIVE PRODUCTS ARE SPECIFICALLY DESIGNATED BY ARRIVE AS MILITARY-GRADE OR "ENHANCED PLASTIC." ONLY PRODUCTS DESIGNATED BY ARRIVE AS MILITARY-GRADE MEET MILITARY SPECIFICATIONS. BUYERS ACKNOWLEDGE AND AGREE THAT ANY SUCH USE OF ARRIVE PRODUCTS WHICH ARRIVE HAS NOT DESIGNATED AS MILITARY-GRADE IS SOLELY AT THE BUYER'S RISK, AND THAT THEY ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LEGAL AND REGULATORY REQUIREMENTS IN CONNECTION WITH SUCH USE.

ARRIVE PRODUCTS ARE NEITHER DESIGNED NOR INTENDED FOR USE IN AUTOMOTIVE APPLICATIONS OR ENVIRONMENTS UNLESS THE SPECIFIC ARRIVE PRODUCTS ARE DESIGNATED BY ARRIVE AS COMPLIANT WITH ISO/TS 16949 REQUIREMENTS. BUYERS ACKNOWLEDGE AND AGREE THAT, IF THEY USE ANY NON-DESIGNATED PRODUCTS IN AUTOMOTIVE APPLICATIONS, ARRIVE WILL NOT BE RESPONSIBLE FOR ANY FAILURE TO MEET SUCH REQUIREMENTS.

PART II - HOW DO WE RESOLVE DISPUTES?

We endeavor to resolve customer disputes in a fair and professional manner. In the unlikely event that we are unable to resolve a dispute, Customer and ARRIVE SYSTEMS acknowledge and agree that any claim, dispute, or controversy ("Dispute") between Customer and ARRIVE SYSTEMS arising from or relating to (i) this Limited Warranty, including the validity of this binding arbitration provision, or (ii) the use of the Product shall be resolved EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM ("NAF") UNDER NAF'S CODE OF PROCEDURE THEN IN EFFECT. CUSTOMER UNDERSTANDS THAT, IN THE ABSENCE OF THIS PROVISION, CUSTOMER WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT IN FRONT OF A JUDGE OR JURY, INCLUDING THE RIGHT TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS ACTION BASIS, AND THAT CUSTOMER HAS EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW A PRE-DISPUTE JURY TRIAL WAIVER OR A WAIVER OF THE RIGHT TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS ACTION BASIS, SO THESE WAIVERS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER.

Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses (including but not limited to attorneys' fees) incurred in enforcing compliance with this binding arbitration provision, including staying or dismissing such other proceeding.

Information about the NAF is available on line at www.arb-forum.com, by phone at 1-800-474-2371 or by writing to P.O. Box 50191, Minneapolis, MN, 55405. For the purpose of this binding arbitration Paragraph, the term "ARRIVE SYSTEMS" means Arrive Systems, Inc., its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, assigns and suppliers; and the term "Customer" means Customer, or those in privity with Customer, such as Customer's family members, beneficiaries and/or assigns.

If NAF should cease operations, Customer and ARRIVE SYSTEMS shall agree on another arbitration forum. The arbitration shall be held at a reasonable, mutually agreed upon location by submission of documents, by telephone, online or in person as selected by Customer. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between Customer and ARRIVE SYSTEMS. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. If Customer prevails in the arbitration of any Dispute with ARRIVE SYSTEMS, ARRIVE SYSTEMS will reimburse Customer for any fees Customer actually paid to NAF in connection with the arbitration. Any decision or award of the arbitrator rendered in such arbitration proceeding shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

This binding arbitration provision shall be governed by the United States Federal Arbitration Act, 9 U.S.C. Section 1, et seq.

PART III - TECHNICAL SUPPORT, NOTICES & CONTACT INFORMATION

You may contact Arrive technical support by web request at: URL: <http://www.arrivesys.com/support/>.

For the United States, Canada, Latin America, European Union and Asia Pacific countries, to reach Arrive by phone, please refer to the technical support phone numbers listed at the above Arrive website for the number covering your region.

NOTICES TO ARRIVE

If you need to contact Arrive please send communication regarding this warranty to the following e-Mail address subject reference to SLHW 1201-13 NCE: legal@arrivesys.com

NOTICES FROM ARRIVE

If Arrive needs to contact you about your product or account, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.

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