

## Gauzy Official Warranty

Gauzy Ltd ("Gauzy") hereby warrants to its original purchaser as appears on the PO agreement (the "Customer") that during the Warranty Period, its LCG<sup>®</sup> (laminated or retrofitted LC Film) and controllers (the "Product") subject to wear and tear and the terms set forth herein, shall be free of defects in material or workmanship.

The terms and conditions of this limited coverage are as follows:

"Warranty Period" – as used herein, shall mean

1. with respect to laminated LC films the period commencing on the date of delivery to the Customer and terminating 24 months thereafter,
2. with respect to retrofitted LC films the period commencing on the date of delivery to the Customer and terminating 12 months thereafter, and
3. with respect to controllers the period commencing on the date of delivery to the Customer and terminating 12 months thereafter.
4. The Warranty Period may be extended for a fee for a total period of up to 5 years.

The terms of this Warranty are valid only if the Customer provides a full report of the film, generated by the ATE system provided by Gauzy, and the results are determined as abnormal by Gauzy's technical staff. In cases where the Customer does not have a Gauzy ATE Station, Gauzy and the Customer shall agree in advance to an alternate reporting method.

If Gauzy finds a Product to be defective directly and exclusively due to defects in material or workmanship, then, during the Warranty Period, upon compliance with the RMA Policy (see Appendix A), Gauzy will, at its sole discretion, either repair or replace the Product or parts thereof, or refund part or all of the original purchase price thereof.

The remedies hereby provided shall be the exclusive and sole remedies of the

Customer and with regard to the Product, and is not transferable without the prior written consent of Gauzy.

This Warranty shall not apply in the event of any of the following:

- a. Damage resulting from normal wear, damages caused, wholly or partially, due to abuse, operation beyond capacity, substitution of parts not approved by Gauzy, misuse, negligence, inadequate storage, unauthorized testing and/or unauthorized repairs or alterations of the Product.
- b. Damage caused by accident, natural disasters (such as fire, water damage, floods, lightning, etc.), force majeure, acts of war, sabotage or any unforeseen circumstances.
- c. Where damage is incurred during the transportation, loading or lading process of this Product outside of Company's facilities.
- d. Where the Product is not operated and/or maintained in accordance with the procedures, guidelines, specifications, recommendations or instructions as provided by Gauzy.
- e. Where the Product has not been installed according to Gauzy's procedures, guidelines, specifications, recommendations or instructions including but not limited to cases where lamination was faulty and/or where the silicon or other glue used for installation is not in accordance with Gauzy's specifications and/or where electrical or other connections are not executed in correct voltage or manner as specified or recommended by Gauzy.

Unless specific instructions are provided by Gauzy's Technical Service staff to return the Product in question, we will not accept any returned products, and no Warranty will be provided.

Except as expressly provided herein, Gauzy makes no representation or warranty of any kind whatsoever and all other warranties and conditions, whether express or implied, regarding satisfactory quality, merchantability, fitness for use, fitness for a particular purpose or non-infringement are hereby excluded.

This Warranty and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection therewith, or arising out of or in connection with the Product, shall be governed by the laws of the State of Israel, without giving effect to any conflict of laws principles. The Parties agree that in no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to or govern this Warranty.

It is expressly agreed that any dispute arising out of or in connection with this Warranty, including any question regarding its existence, validity or interpretation, or arising out of or in connection with the Product, shall be settled exclusively before the applicable courts of Tel Aviv, Israel.

For status and inquiries, please contact Gauzy Product Service Center by email to [service@gauzy.com](mailto:service@gauzy.com)

## Appendix A: RMA and DOA Policy

In order to make a claim hereunder for Products both in and out of warranty, you must first obtain an RMA number by submitting an RMA (service call) Order Form through the Gauzy website.

### The following information is required in order to complete your RMA request:

1. Company name
2. Contact person
3. Phone number and e-mail
4. Customer ship-to address
5. Product model number
6. Serial number
7. Description of the problem and the Product you wish to be addressed

Upon completion of your application in full, you will receive an RMA number and return instructions by email.

Do not return the Product in question until you have received an RMA number and instructions with respect to its return. Gauzy reserves the right to refuse shipments that do not have an RMA number or do not comply with its return instructions. For any returned Products, the RMA number must be prominently displayed on the outside of the package, otherwise it will be returned to you unopened, at your expense.

We do not provide any warranty for defects caused by unauthorized testing which we have not approved in advance in writing.

### Out-of-Warranty Service

Out-of-Warranty product repairs, or damage not covered under this Warranty, will be charged to the Customer in accordance with Gauzy's prevailing rates. Gauzy will provide a quote, including shipping charge, for the repair. Repairs will be performed upon receipt of payment. Customers will prepay for shipping both ways, plus parts and labor.

### Return Policy for International Order

In order to save on Customs Fees, Import Duty, and other levies, please indicate in your shipping documents that the Products being shipped are for repair and will be returned to you. Customers are responsible for all return shipping costs and all other duties.

### DOA – (Dead On Arrival) - Returned

In the event that you receive a faulty Product upon delivery, you shall promptly notify our Technical Service staff upon receipt of the Product. If the Product develops a fault (excluding faults due to willful damage, Customer misuse or use that it is not accordance with Gauzy's instructions, guidelines or recommendations) within 7 days of receiving the Product, please notify Gauzy by email promptly upon noticing the fault, to assess and determine whether such Product is a DOA product.

You will be issued with a DOA number in accordance with the DOA returns procedure above. To minimize processing time and potential difficulties in proving the cause of damage, we recommend that DOA products should be returned within 30 days of receipt, and must be returned in its original condition. For products we determine to be DOA, we will either repair or replace the defective product or part thereof, as we shall determine in our sole discretion, at no charge, and pay round-trip shipping cost. International customers should allow for additional transit time due to international customs clearance.