



Warranty Certificate Terms and Conditions February 2019

1. Definition of Leosphere' Warranty Certificate

Any Leosphere (“**LS**”) Wind LIDARs (“**Product**”) sold by one of its distributors (the “**Distributor**”) shall be provided to its customers (“**End User**”) with the following attached Warranty Certificate.

Leosphere Warranty Certificate – Wind LIDAR Products

The following terms describes the obligations subscribed by LEOSPHERE S.A.S, a legal entity formed under the laws of France (“LEOSPHERE”) in terms of warranty and responsibility towards the Client.

WHEREAS the Client has purchased from the Distributor, the Product as defined in the agreement executed between the latter and the Client (the “Agreement”).

WHEREAS the Product is composed of the following elements remitted by the Distributor to the Client:

- (i) the sensor’s material component corresponding to the opt-electronic, mechanical and a computer system,*
- (ii) Software components with: 1° Embedded Lidar operating software, Software ; 2° A user interface to configure, control, monitor and retrieve and 3° optional analysis program (hereinafter «LIDAR Software»),*
- (iii) Consumables and Accessories,*
- (iv) Depending on the Clients request, some additional hardware and/or software material (the “Options”).*
- (v) Related documentation (hereinafter «User’s Manual») in an electronic version.*

*WHEREAS the Product contains specifications to be issued to Client by the Distributor (hereinafter “**Product Information**” or “**Product Info**”) and is designed for specific wind measurement applications and shall, in no manner whatsoever, be used for any other purposes.*

The following provision aims to define specific conditions of the Warranty to be addressed to the Clients.

A° Distributors specific warranty conditions:

In case the Product failure is due to defective components, such components shall be replaced for free during the validity of the Distributor’s Warranty. LS will provide for free the Distributor with the components to be replaced, pursuant to the condition set out in article 7 and Distributor will assume cost of work.

LS’ Warranty. *The warranty granted by LS in connection to the Products is for a duration stayed in Appendix 1 as from the date of receipt of the Certificate of Acceptance, and covers the following (the “**LS Warranty**”):*

Product’s Components Replacement. *In case a Product failure is due to defective components as determined by LS, LS shall provide the Distributor with the components to be replaced, for free. No component of the LIDAR System shall be returned to LS without the latter’s prior written approval. In any event, such a return can only be made of Products components that have not been modified or altered, and must be made in the original packaging. The transportation and restocking costs shall be borne by the Distributor. In no case shall the replacement be of the entire LIDAR System, nor shall it extend the warranty of the entire LIDAR System. This LS’ Warranty does not include, consumables or operating accessories, the cost of which is borne by the Client.*

LIDAR Software maintenance. *In case of LIDAR Software failure, LS will implement the warranty either by re-installing the software or releasing a software “patch” according to a timetable to be determined by LS based on its development priorities. The Client will have the right to upload all software « patch » upgrades, provided by LS, understanding that the « patch » upgrades do not add any new functions. Notwithstanding the provisions in force regarding the length of the Warranty, this right to upload is extended to the Client as long as technically possible.*



***LS' Warranty Conditions.** Where the LS' Warranty is invoked, the eventual cost of shipment of material, travel of person, packaging, insurance and other costs pertaining to the intervention shall be equally shared by the LS and the Distributor. The LS' Warranty is applicable only to the extent that the LIDAR System has been exclusively manipulated by (Client or third party) personnel trained and certified by the Distributor or LS in accordance with article [XX] of LS T&C's. The LS' Warranty does not cover replacement and/or repairs resulting from normal wear and tear of the machines, deteriorations, and accidents resulting from either negligence, from lack of supervision, maintenance or stocking, manipulation or use not conforming to User's Manual. In no event shall the LS' Warranty apply when LS notices, third party repairs or interventions. The LS' Warranty shall not convey the right to download new software versions of the LIDAR Software, but the right to the replacement of identical LIDAR Software acquired by the Client.*

B° Definition of Distributor's Warranty":

According to provision linked to "after sales Services" of the Agreement, the following provisions constitutes the definition of the Warranty to be granted and communicated to Clients:

The following terms describes the obligations subscribed by LEOSPHERE S.A.S, a legal entity formed under the laws of France ("LEOSPHERE") in terms of warranty and responsibility towards the Client.

WHEREAS the Client has purchased from the Distributor, the Product as defined in the agreement executed between the latter and the Client (the "Agreement").

WHEREAS the Product is composed of the following elements remitted by the Distributor to the Client:

- (vi) the sensor's material component corresponding to the opt-electronic, mechanical and a computer system,*
- (vii) Software components with: 1° Embedded Lidar operating software, Software ; 2° A user interface to configure, control, monitor and retrieve and 3° optional analysis program (hereinafter «LIDAR Software»),*
- (viii) Consumables and Accessories,*
- (ix) Depending on the Clients request, some additional hardware and/or software material (the "Options").*
- (x) Related documentation (hereinafter «User's Manual») in an electronic version.*

WHEREAS the Product contains specifications detailed in specifications remitted to the Client by the Distributor (hereinafter "Product Information" or "Product Info") and is designed for specific wind measurement applications and shall, in no manner whatsoever, be used for any other purposes.

1. Warranty

For the duration of [XX] year as of the date of LEOSPHERE's receipt of the Certificate of Acceptance, LEOSPHERE shall provide the following services for free (hereinafter the "Warranty"):

1.1. Product failure repair

LEOSPHERE shall replace components of the Products that may be defective. In no case shall the replacement be of the entire Product, nor shall it extend the warranty of the entire Product. This warranty does not include, consumables or operating accessories, the cost of which is borne by the Client.



No component of the Product shall be returned to LEOSPHERE without the latter's prior written approval. In any event, such a return can only be made of Product components that have not been modified or altered, and must be made in the original packaging. The transportation and restocking costs shall be borne by the Client.

1.2. Software Failure

LEOSPHERE shall, during the validity of the warranty, use its best efforts to correct any LIDAR software dysfunction brought to its attention.

To this effect, LEOSPHERE shall conduct a diagnostic of the dysfunctions at issue remotely over the phone based on the LIDAR client coordinator. Based on the results of this diagnostic, LEOSPHERE will implement the warranty either by re-installing the software or releasing a software "patch" according to a timetable to be determined by LEOSPHERE based on its development priorities.

Within the warranty's framework, the Client has the right to upload all software « patch » upgrades, provided by LEOSPHERE, understanding that the « patch » upgrades do not add any new functions.

Notwithstanding the provisions in force regarding the length of the Warranty, this right is extended to the Client until the release is compatible with the LIDAR System.

The Warranty does not cover replacement and/or repairs resulting from normal wear and tear of the machines, deteriorations, and accidents resulting from either negligence, from lack of supervision, maintenance or stocking, manipulation or use not conforming to User's Manual.

In no event shall the Warranty apply when LEOSPHERE notices, third party repairs or interventions.

1.3. Warranty Conditions

Where the Warranty is invoked, the eventual cost of shipment of material, travel of person, packaging, insurance and other costs pertaining to the intervention shall be borne by the Client.

The Warranty is applicable only to the extent that the Product has been exclusively manipulated by (Client or third party) personnel trained and certified by the LEOSPHERE's Distributor.

The Warranty shall not convey the right to download new software versions of the LIDAR Software, but the right to the replacement of identical LIDAR Software acquired by the Client

At the end of the Warranty period, the Client may continue to receive the services provided in this article on condition that the Client subscribes to a Warranty and Maintenance extension contract towards LEOSPHERE's Distributor.



2. Liability

2.1. Limitation

LEOSPHERE warrants that the Product is as specified in the Product Info, for the Client's use in accordance with the User's Manual.

LEOSPHERE disclaims any responsibility for the use of the Product by the Client, its personnel or any third party that is not trained and certified by LEOSPHERE. LEOSPHERE further disclaims any responsibility for any use that does not comply with the User's Manual.

LEOSPHERE does not warrant in any manner the adequacy of the LIDAR System for needs specific to the Client.

The Client understands the innovative nature of the technology related to the Product and expressly accepts the risks related to its use, including the reliability of the data collected. To this effect, LEOSPHERE reminds the Client that functional performances of the Product are the results of experiments conducted on its premises or during campaigns. The performance results are to be used merely as an indication depending on conditions in which the Product is used (including atmospheric conditions)

The Product is used under the sole responsibility of the Client, and LEOSPHERE cannot in any manner be held liable to the Client or any third party for any indirect damages in connection with the use of the Product, such as but not limited to loss of exploitation, clients, commercial damages, loss of goodwill, loss of data and or files as well as any incident or indisposition that may occur in the course of use of the Product.

2.2. Indemnification

In any event, the amount of damages and interest that may be claimed against LEOSPHERE arising out of or in connection with this AGREEMENT in no way, shall exceed the amount received by LEOSPHERE from the Client under this AGREEMENT, for the providing of the Product or the relevant services, regardless of the nature of such claims.