FLIR Maritime Global Warranty

1. Introduction to the FLIR Maritime Global Limited Warranty

FLIR Maritime's Global Limited Warranty is effective for qualifying products purchased on or after 1st August 2017. FLIR Systems, Inc. and its affiliates ("FLIR") warrants FLIR Maritime products purchased directly from FLIR, from an approved FLIR dealer (visit flir.com/marine/dealerlocator to find and contact your local approved FLIR dealer), or installed on a new vessel by an authorized boat builder, known as the Original Equipment Manufacturer (OEM) (the "Products"), to be free from defects in material and workmanship for;

- 1. Cooled Sensor Products for one (1) year ("Cooled Sensor Limited Warranty Period"); and
- 2. Uncooled Sensor Products for two (2) years ("Standard Limited Warranty Period"); from
 - (a) the date the Products were first purchased; or (b) in the case of Products installed on a new vessel by an authorized OEM, the date the vessel was first delivered (the "Purchase Date") to the first retail customer (the "Original Customer").

All prior FLIR Maritime warranty policies, procedures and points of contact are superseded and replaced by this FLIR Maritime Global Limited Warranty.

Except for Warranty Replacement Product, Refurbished Product and Cooled Sensor Product, by registering your new Product with FLIR Maritime, you can upgrade the 2-year Standard Limited Warranty to a 3-year Extended Limited Warranty at no additional cost.

In some countries and for some Products, FLIR also offers a Warranty Replacement service and On-Board Warranty. These services, when available, are designed to help minimize the down-time of Products that may require warranty repair.

Your Proof of Purchase documentation is important. Please keep it in a safe place. If you need a warranty service your proof of purchase will be required.

FLIR Products are not a substitute for possessing and exercising the independent judgment and skill needed to safely and effectively operate any vessel or engage in any marine activity.

2. GLOBAL LIMITED WARRANTY STATEMENT

THE LIMITED WARRANTIES AND REMEDIES IN THE GLOBAL LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

IN NO EVENT SHALL FLIR SYSTEMS, INC. OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE, INABILITY TO USE, IMPROPER RELIANCE

ON, OR FROM ANY DEFECTS IN THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE GLOBAL LIMITED WARRANTY DOES NOT AFFECT A CUSTOMER'S RIGHTS AGAINST A RETAILER ARISING FROM A SALES/PURCHASE CONTRACT.

FLIR, IN ITS SOLE DISCRETION, RETAINS THE RIGHT TO REPAIR OR REPLACE THE PRODUCT, WHICH, IN THE ABSENCE OF ANY APPLICABLE LAW TO THE CONTRARY, SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

PRODUCT REPAIRED OR REPLACED UNDER WARRANTY WILL BE WARRANTED ONLY FOR THE REMAINING BALANCE OF THE APPLICABLE ORIGINAL STANDARD LIMITED WARRANTY PERIOD OR EXTENDED LIMITED WARRANTY PERIOD.

3. 1-Year Cooled Sensor Limited Warranty

Subject to the terms, conditions, limitations and exclusions in the Global Limited Warranty, all Cooled Sensor Products are warranted to be free from defects in material or workmanship for a period of one (1) year from the date the Product was purchased by the Original Customer (the "Cooled Sensor Limited Warranty Period"). During this period and for the Original Customer, FLIR will, at its sole option, repair or replace any components that fail in normal use.

If the Cooled Sensor Limited Warranty applies to you, FLIR will not charge you for parts or labour for warranty repairs or replacements. However, the cost of transporting your warranted Product to FLIR for repair or replacement is your responsibility and is not covered by FLIR.

4. 2-Year Standard Limited Warranty

Subject to the terms, conditions, limitations and exclusions in the Global Limited Warranty, all FLIR Maritime Uncooled Sensor Products are warranted to be free from defects in material or workmanship for a period of two (2) years from the date the Product was purchased by the Original Customer (the "Standard Limited Warranty Period"). During this period and for the Original Customer, FLIR will, at its sole option, repair or replace any components that fail in normal use.

If the Standard Limited Warranty applies to you, FLIR will not charge you for parts or labour for warranty repairs or replacements. However, the cost of transporting your warranted Maritime Product to FLIR for repair or replacement is your responsibility and is not covered by FLIR.

Some customers may have the option to purchase a Refurbished FLIR Maritime Uncooled Sensor Product instead of a new Product, typically at a reduced price. A Refurbished FLIR Maritime Product is a product that was repaired or rebuilt and fully tested by FLIR to ensure that it meets all Product performance specifications. A Refurbished FLIR Maritime

Product may have observable cosmetic blemishes, but such blemishes will in no way affect product performance.

This 2-Year Standard Limited Warranty applies equally to both new Uncooled Sensor Maritime Products and Refurbished Uncooled Sensor Maritime Products, except that observable cosmetic blemishes not affecting product performance on any Refurbished Product that a customer chooses to purchase are expressly excluded from warranty coverage.

5. 3-Year Extended Limited Warranty

Subject to the terms, conditions, limitations and exclusions in the Global Limited Warranty, and excluding Warranty Replacement Product, Refurbished Product and Cooled Sensor Products, all new Maritime Products registered with FLIR within ninety (90) days from the date the product was first purchased by the Original Customer are warranted to be free from defects in material or workmanship for a period of three (3) years from the date the Product was purchased by the Original Customer (the "Extended Limited Warranty Period"). During this period and for the Original Customer, FLIR will, at its sole option, repair or replace any Product components that fail in normal use. Upon successful registration of the Product, the 3-Year Extended Limited Warranty replaces the 2-Year Standard Limited Warranty.

If the Extended Limited Warranty applies to you, FLIR will not charge you for parts or labour for warranty repairs or replacements. However, the cost of transporting your warranted Product to FLIR for repair or replacement is your responsibility and is not covered by FLIR.

Cooled Sensor Products that are covered under FLIR'S 1-Year Cooled Sensor Limited Warranty Period (see Section 3 "1-Year Cooled Sensor Limited Warranty"), Refurbished Products that are covered under FLIR'S 2-Year Standard Limited Warranty (see Section 4, "2-Year Standard Limited Warranty") and Warranty Replacement Product (see Section 7 "Procedures for Standard and Extended Limited Warranty Returns, Repairs and Replacements") are not eligible for the 3-Year Extended Limited Warranty upgrade.

6. Registering Your Product with FLIR

By registering your Maritime Product with FLIR at flir.com/WarrantyRegistration, you will receive important product announcements, updates and other information designed to enhance the use and enjoyment of your Product. Additionally, except for Warranty Replacement Product, Refurbished Product and Cooled Sensor Products, if you register your Maritime Product with FLIR at flir.com/WarrantyRegistration the 2-Year Standard Limited Warranty is upgraded and replaced by the 3-Year Extended Limited Warranty at no additional cost. To qualify for the 3-Year Extended Limited Warranty upgrade, the product registration must be completed within ninety (90) days from the date the product was first purchased by the Original Customer.

Your product registration document is important. If you qualify for 3-Year Extended Limited Warranty, and need a warranty service, your proof of purchase and product registration will be required.

7. Procedures for Standard and Extended Limited Warranty Repairs and Replacements

During a valid Standard Limited Warranty Period or Extended Limited Warranty Period, FLIR retains the right to repair or replace a warranty product at its sole discretion. Any Maritime Product that is repaired or replaced under warranty will be warranted only for the remaining balance of the applicable original Standard Limited Warranty Period or Extended Limited Warranty Period.

Certain Products may also be eligible for FLIR's On-Board Warranty service at no additional charge during the Standard Limited Warranty Period or Extended Limited Warranty Period that applies to you (see Section 8, "On-Board Warranty").

7.1 Warranty Repair

For complete information on troubleshooting your Product before returning it under warranty, and for information on how and where to return your Product in the event warranty repair is required, it is recommended to contact your local certified FLIR dealer by visiting flir.com/CustomerRepair.

If you need to return your Product to FLIR, this must be done through the FLIR Customer Portal at flir.com/marine/dealerlocator. Products must only be returned when you have received a notification number. Securely re-package the Product for shipping; and include inside the package, along with the Product being returned:

- 1. The notification number from the FLIR Customer Portal; and
- 2. Valid proof of purchase including date and place of purchase and Product serial number(s); and
- 3. A copy of your product registration if you qualify for 3-Year Extended Limited Warranty.

FLIR is not responsible for products that are lost or damaged during shipment and all shipping, insurance and duty costs are the customer's sole responsibility. FLIR strongly recommends that you adequately insure any product that is returned to FLIR for a warranty service.

7.2 Warranty Replacement

FLIR's Warranty Replacement service is only available through a certified FLIR dealer. Visit flir.com/marine/dealerlocator to find and contact your local certified FLIR dealer. Warranty Replacement is not available in all countries and not all products are eligible for Warranty Replacement.

During a valid Standard Limited Warranty period or Extended Limited Warranty period, the FLIR Warranty Replacement service may enable you to receive a Warranty Replacement Product from FLIR in advance of the certified FLIR dealer returning the warranty product to FLIR. To be eligible for the Warranty Replacement service you must provide the certified FLIR dealer:

- 1. Valid proof of purchase including date and place of purchase and Product serial number(s); and
- 2. A copy of your product registration if you qualify for 3-Year Extended Limited Warranty.

A Warranty Replacement Product will retain the balance of warranty from the original Product and will be warranted only for the remaining balance of the applicable original Standard Limited Warranty Period or Extended Limited Warranty Period.

8. On-Board Warranty

On-Board Warranty is a convenient way to have your FLIR Maritime Product repaired or replaced by a certified FLIR dealer without first having to remove the Product from your vessel.

8.1 Products Under Warranty that are Eligible for On-Board Warranty

Except for handheld products, all FLIR Maritime authorized OEM installed Products and Maritime Product installed and registered by a certified FLIR dealer are eligible for On-Board Warranty at no additional charge during the Standard Limited Warranty Period or Extended Limited Warranty Period that applies to you, subject to the terms, conditions, limitations and exclusions in 8.2. and in this FLIR Global Limited Warranty.

8.2 Qualifying an Eligible Product for On-Board Warranty

Subject to the following conditions, limitations and exclusions, to qualify an eligible Maritime Product for On-Board Warranty at no additional charge:

- 1. the eligible Product must be installed on a vessel that is located within two (2) hours round-trip travel by automobile of a certified FLIR dealer;
- 2. there must be verification that the eligible Product was installed by a certified FLIR dealer or an authorized OEM; and
- 3. the eligible Product must have been purchased and installed within the same FLIR geographic region. The three FLIR Geographic Regions are:
- 1. Americas (Canada, United States, Caribbean, Central America and South America);
- 2. EMEA ("Europe/Middle East/Africa", which includes the UK and EU); and
- 3. APAC ("Asia Pacific", which includes Australia and New Zealand).

Handheld products are not eligible for On-Board Warranty.

9. Procedures for Obtaining On-Board Warranty

To inquire about obtaining FLIR On-Board Warranty, please contact your local certified FLIR dealer by visiting <u>flir.com/marine/dealerlocator</u>.

If you have a Maritime Product that qualifies for On-Board Warranty, in order to obtain an on-board service at no additional charge you must provide the certified FLIR dealer with the following, prior to commencement of service:

- 1. Valid proof of purchase confirming:
- 1. the date of purchase;

- 2. the name and location of the certified FLIR dealer or authorized OEM where you purchased the Product:
- 3. the Product serial number; and
- 2. Valid proof of installation by a certified FLIR dealer or an authorized OEM in the same FLIR Geographic Region where the Product was purchased.

10. IMPORTANT GLOBAL LIMITED WARRANTY CONDITIONS AND EXCLUSIONS

Any Maritime Product that is repaired or replaced under warranty will be warranted only for the remaining balance of the applicable Standard Limited Warranty Period or Extended Limited Warranty Period.

IN ADDITION TO ALL OF THE OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS SPECIFIED IN THE FLIR GLOBAL LIMITED WARRANTY, FLIR IS NOT RESPONSIBLE FOR, AND THE WARRANTY DOES NOT COVER, ANY AND ALL OF THE FOLLOWING:

- Failures or defects due to accident, abuse, misuse, high pressure washing, shipping damage, alteration, corrosion, incorrect and/or non-authorized repair, improper siting or installation (whether or not by a certified FLIR dealer), or failure to comply with product user information or guidance;
- Product used for purposes other than marine activity or used outside the marine environment;
- Cooled Core failures where the Cooled Sensor Product has over 5000 hours use;
- No Maritime Product is warranted to be merchantable or fit for any particular use or application;
- Products where the serial number has been altered, obscured or is missing;
- Failure of or defects in third party software or services supplied with, or accessible via, the Product;
- Failure of a Product not sold under the FLIR brand name (which is supplied with the warranty provided by its manufacturer);
- Routine maintenance and checks, software revisions or updates, alignment/calibration, sea trials or commissioning unless required by replacement of parts in the area being aligned;
- Repair or replacement of items intended to be consumed or replaced including (without limitation) fuses and batteries;
- Repair or replacement of cosmetic parts that do not affect the performance including (without limitation) IR window;
- On-Board Repair Service for handheld products, Products excluded by Section 8.2., or Products on a vessel that is more than two (2) hours round-trip by automobile travel time from a certified FLIR dealer:
- All associated costs, including (without limitation) taxes, travel or transport, Product de-installation
 or re-installation, launch or docking fees, hauling, shipping or towing fees, communication charges,
 accommodation or subsistence, customs, or any other associated costs arising from the
 replacement of a Product, all of which are the Customer's responsibility;
- Overtime or premium labour work outside normal working hours;
- Differences in material, colouring or size that may exist between actual Products and the pictures or descriptions of such Products in product advertising, literature or on the Internet;
- Damage caused to other equipment, systems or components occasioned by improper installation, connection or use of the Product;
- Cosmetic blemishes including scratches and dents on Refurbished Products or Warranty Replacement Products;
- Product is only warranted if sold to the Original Customer within 5 years from manufacturing;
- Product can only be registered for Extended Warranty within 5 years from manufacturing;
- This warranty is not transferrable from the Original Customer; or
- FLIR will refuse any warranty where the Product has been resold, sold via online auctions or acquired dubiously.

THIS FLIR GLOBAL LIMITED WARRANTY DOES NOT HAVE THE EFFECT OF EXCLUDING OR LIMITING THE CUSTOMER'S STATUTORY RIGHTS UNDER THE APPLICABLE NATIONAL LEGISLATION. THIS WARRANTY COMPLIES WITH EU DIRECTIVE 1999/44/EC.

11. Out-of-Warranty and Non-Warranty Evaluation, Service and Repair

FLIR may, in its sole discretion, agree to evaluate for potential service or repair a product that is out-of-warranty or not covered under warranty. For information on obtaining out-of-warranty or non-warranty service or repair, contact your local certified FLIR dealer by visiting flir.com/marine/dealerlocator or by contacting FLIR Customer Service at flir.com/CustomerRepair.

If you need to return your Product to FLIR, this must be done through the FLIR Customer Portal at flir.com/CustomerRepair. Products must only be returned when you have received a notification number. Securely re-package the Product for shipping; and include inside the package, along with the Product being returned the notification number from the FLIR Customer Portal.

Any out-of-warranty or non-warranty service or repair performed by FLIR comes with a one hundred and eighty (180) day limited warranty covering parts and labour only, which begins as of the date the product is shipped by FLIR back to the customer. Any product that is sent to FLIR for evaluation but that is returned to the customer without having been serviced or repaired will be returned in the same condition as it was received, subject to any wear and tear necessary to evaluate the product, and will not receive any warranty coverage of any kind. Products evaluated but not serviced or repaired are subject to a charge for the time needed to evaluate the product as requested by the customer, plus the cost of return shipment.

All costs and fees of any out-of-warranty or non-warranty evaluation, service or repair are solely the responsibility of the customer and are due and payable to FLIR at the time of service. The costs and fees payable are dependent on the type of evaluation, service or repair and will be advised when booking the product through the FLIR Customer Portal at flir.com/CustomerRepair.

FLIR is not responsible for products that are lost or damaged during shipment and all shipping, insurance and duty costs are the customer's sole responsibility. FLIR strongly recommends that you adequately insure any product that is being returned to FLIR for an Out-of-Warranty service.