

LIMITED WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, PROVINCE, OR COUNTRY.

OTHER THAN AS PERMITTED BY LAW, SMARTX DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY.

FOR OUR AUSTRALIAN CUSTOMERS: PLEASE NOTE THAT THIS WARRANTY IS IN ADDITION TO ANY STATUTORY RIGHTS IN AUSTRALIA IN RELATION TO YOUR GOODS WHICH, PURSUANT TO THE AUSTRALIAN CONSUMER LAW, CANNOT BE EXCLUDED. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

1. Smartx Technology Inc (“SmartX”) expressly warrants to Buyer (as defined below) that, for a period of one (1) year from the date of sale (“Warranty Term”), the Automated AI Temperature Screening System (“TERMINAL”) will be reasonably free of defects in materials and workmanship and that when properly handled, will conform, within accepted tolerance, to applicable manufacturing specifications. This Limited Warranty only applies to SmartX’s TERMINAL units which are (i) used, stored, handled, and installed in a manner recommended by SmartX and (ii) purchased directly from SmartX or an authorized reseller (such purchaser, “Buyer” or “You”). SmartX’s obligations and Buyer’s remedies under this Limited Warranty are limited to the following:
 - a) If TERMINAL fails to or does not perform as warranted solely due to a manufacturing defect existing when TERMINAL is received by Buyer (“Dead on Arrival”), SmartX will ship a replacement TERMINAL without charge, on the next business day after receipt of written notice and SmartX’s verification of the claim. Replacements without charge will be permitted only if SmartX determines, in its sole discretion, that the TERMINAL was Dead on Arrival.
 - b) If TERMINAL is broken or defective after delivery solely due to a manufacturing defect, but not Dead on Arrival, SmartX will, at its option, ship a replacement TERMINAL for a small fee, on the next business day after receipt of written notice and SmartX’s verification of the claim. Replacements under this subsection (b) will be considered only if SmartX determines, in its sole discretion, that the TERMINAL is broken or defective without fault of Buyer. In lieu of replacement, SmartX may opt to repair any broken or defective

TERMINAL not Dead on Arrival.

c) SmartX will provide on-going email and telephone support, with a dedicated technical staff for additional issues through the Warranty Term.

2. In order to obtain warranty service under this SmartX warranty, during the SmartX product's warranted period, as set forth above, you must submit a valid claim to SmartX by:
 - a. obtaining an RMA number by contacting SmartX technical support;
 - b. returning (at your shipping cost) the failed product to the address provided by SmartX technical support; and
 - c. providing SmartX with proof of the original date of purchase.
3. SmartX will not accept collect shipments for warranty service, but replacement products will be returned to you at SmartX's cost after completing the above three steps. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished or used parts may be used to repair the goods. If SmartX, by its sole determination, is unable to replace the defective product, it will refund the depreciated purchase price of the product.
4. This warranty does not apply if the SmartX product fails due to damage from shipment, handling, storage, accident, abuse or misuse, or if it has been used or maintained in a manner not conforming to product manual instructions, has been modified in any way, or has had any serial number removed or defaced. For SmartX products that can use replaceable batteries, use of only high-quality, non-counterfeit, and non-rechargeable batteries is recommended. In these products, the use of rechargeable batteries or inferior-quality batteries that cause damage to your SmartX product will void this warranty. Repair or modification of the product by anyone other than SmartX or a SmartX approved agent will void this warranty.
5. During the entire Warranty Term, SmartX's obligation as to repair or replacement of TERMINAL not Dead on Arrival shall be limited to the repair or replacement of only the specific TERMINAL that fails due to a manufacturing defect. Any repaired product or replacement product shall be subject to the Warranty Term of the originally purchased product, and any repair or replacement shall not extend the original Warranty Term in any manner or start a new warranty term. Replacement parts used for a product replacement may be new or equivalent to new, as determined by SmartX in its sole discretion.
6. To obtain coverage under this Limited Warranty, Buyer must provide SmartX with proof of original purchase from SmartX or its authorized reseller. SmartX may request additional proof as it deems necessary. For service under this Limited Warranty, Buyer must notify SmartX in writing, providing Buyer's name and address, a description of the product involved, and the nature of the defect.
7. FOR BREACH OF ANY WRITTEN, EXPRESS, OR IMPLIED WARRANTY WITH RESPECT TO TERMINAL YOU ARE LIMITED TO THE FOLLOWING DAMAGES: the

lesser of the total repair or replacement cost of the TERMINAL unit.

8. Any other questions or warranty requests shall be addressed to:

SmartX Technology Inc
400 Emmett St, Suite 20
Kissimmee, Florida 34741
Email: info@smartxhub.com
Telephone: +1-407 450 9719

9. DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, SMARTX MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, TO ANY PURCHASER OR THIRD PARTY WITH RESPECT TO THE TERMINAL (ALSO REFERRED TO AS "GOODS"). OTHER THAN THOSE DESCRIBED HEREIN, NO EXPRESS WARRANTIES WERE MADE PART OF THE BUYER'S BASIS OF THIS BARGAIN. ANY DESCRIPTION OF THE GOODS IS USED FOR THE SOLE PURPOSE OF IDENTIFYING THE SUBJECT GOODS BUT IS NOT PART OF THE BASIS OF THE BARGAIN AND DOES NOT CONSTITUTE A WARRANTY THAT THE GOODS SHALL CONFORM TO THAT DESCRIPTION. IT IS SPECIFICALLY AGREED THAT THESE GOODS ARE SOLD WITHOUT ANY WARRANTY OF MERCHANTABILITY. SMARTX MAKES NO WARRANTY THAT THE GOODS SOLD ARE FIT FOR ANY PARTICULAR PURPOSE. EXCEPT AS DESCRIBED HEREIN, TERMINAL, ANY THIRD-PARTY SOFTWARE, THIRD-PARTY WEBSITES, AND ANY CONTENT IS PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS FOR BUYER'S USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH TERMINAL, ANY THIRD-PARTY SOFTWARE, OR ANY THIRD-PARTY WEBSITES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, IN THE CASE OF ANY BREACH OF WARRANTY CLAIM AGAINST SMARTX, THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE AS DEFINED HEREIN. ANY AND ALL BREACH OF WARRANTY CLAIMS MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCRUAL. SMARTX IS NOT LIABLE FOR ANY DEFECTS CAUSED BY BUYER'S IMPROPER USE OR MAINTENANCE OF THE GOODS. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULTS OF THE USE OF THE GOODS, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS.

ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY SMARTX, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THIRTY

(30) DAYS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. NO WARRANTY IS MADE THAT THE TERMINAL UNIT OR THEIR USE OR SALE DO NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

SMARTX'S LIABILITY TO YOU IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL SMARTX, OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, THIRD-PARTY SOFTWARE OR THIRD-PARTY WEBSITE PROVIDERS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR DAMAGES OR LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, LOST REVENUES OR PROFITS, LOST BUSINESS, ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST DATA, WRONGFUL USE OF DATA OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER), EVEN IF SMARTX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE TERMINAL, ANY DATA YOU COLLECT OR USE WITH THE TERMINAL, ANY THIRD-PARTY SOFTWARE, THIRD-PARTY WEBSITE, OR ANY CONTENT PROVIDED TO YOU BY SMARTX. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION, INCLUDING BUT NOT LIMITED TO ANY PRIVACY LAWS, SUCH AS, THE GENERAL DATA PROTECTION REGULATION, THE CALIFORNIA CONSUMER PRIVACY ACT, OR THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT.

ANY LIABILITY OF SMARTX, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, AGENTS OR CONTRACTORS, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, CLAIMS OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS PROFITS, BUSINESS INTERRUPTION, BUSINESS INFORMATION, DATA LOSS OR CORRUPTION, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE TERMINAL, ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY WEBSITE, OR CONTENT, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE TOTAL REPAIR OR REPLACEMENT COST OF THE TERMINAL UNIT.

YOU ACKNOWLEDGE AND AGREE THAT SMARTX HAS OFFERED THE TERMINAL

AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SMARTX, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND SMARTX. SMARTX WOULD NOT BE ABLE TO PROVIDE THE TERMINAL TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

11. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. The parties agree that any legal proceedings or arbitration arising out of or related to this Agreement shall be brought in the County of Orange, Orlando. The parties agree that the United Nations Convention on International Sale of Goods shall have no force or effect on transactions relating to this Agreement.

12. BINDING DISPUTE RESOLUTION

THE PARTIES SHALL SUBMIT ALL DISPUTES, CLAIMS OR DEMANDS OF ANY KIND RELATING TO OR ARISING OUT OF THIS LIMITED WARRANTY ("CONTROVERSY") TO A THREE (3)-STEP DISPUTE RESOLUTION PROCESS. THE THREE (3)-STEP PROCESS SHALL (I) BEGIN WITH INFORMAL NEGOTIATION CONDUCTED IN GOOD FAITH; (II) BE FOLLOWED, IF NECESSARY, BY MEDIATION, INITIATED BY WRITTEN DEMAND OF ONE PARTY SERVED ON THE OTHER, AND IF THE MEDIATOR DETERMINES THAT THE CONTROVERSY CANNOT BE RESOLVED BY MEDIATION OR THE MEDIATION HAS NOT CONCLUDED WITHIN SEVENTY (70) DAYS OF THE INITIAL NOTICE OF THE CONTROVERSY, THEN; (III) THE CONTROVERSY SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC ("JAMS"), EXCEPT THAT THE PROVISIONS OF SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE SHALL BE ADOPTED AND USED WITH RESPECT TO THE CONDUCT OF DISCOVERY PRIOR TO ANY SUCH ARBITRATION. THE ARBITRATION AWARD SHALL BE SUPPORTED BY WRITTEN CONCLUSIONS OF LAW AND FACT. APPLICATION MAY BE HAD BY ANY PARTY TO ANY COURT OF GENERAL JURISDICTION FOR ENTRY AND ENFORCEMENT OF JUDGMENT BASED ON THE ARBITRATION AWARD. THE FOREGOING NOTWITHSTANDING, ANY PARTY MAY MAINTAIN, FOR THE PURPOSE OF OBTAINING A PROVISIONAL REMEDY OR PROVISIONAL RELIEF, ANY UNDERLYING ACTION OR CLAIM ON WHICH SUCH AFFIRMATIVE RELIEF MAY BE BASED. THE COURT, PENDING MEDIATION OR ARBITRATION OF CLAIMS, SHALL STAY THE PROSECUTION OF SUCH PARTY'S UNDERLYING CLAIMS ON WHICH ANY PROVISIONAL REMEDIES OR RELIEF ARE BASED.

13. ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court or arbitrator in the same action

or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.