

# WARRANTY POLICY

**OMNICOMM**

## 1. TERMS AND DEFINITIONS

**Manufacturer (OMNICOMM HQ):** OMNICOMM VIETNAM LIMITED LIABILITY COMPANY, registered at: 126 Dong Van Cong Street, Thanh My Loi Ward, Thu Duc City, Ho Chi Minh City, Vietnam, tax code: 0317551479.

**OMNICOMM Company:** A company within the OMNICOMM group operating in the sales region of the relevant Products, interacting with local Partners on warranty matters.

**Partner:** A company that has an agreement with the OMNICOMM Company to sell Products and provide technical support to end users.

**Products:** Technical (hardware and software) equipment: OMNICOMM GPS trackers, OMNICOMM LLS fuel level sensors, and other related equipment manufactured by the Manufacturer under the OMNICOMM brand.

**Claim Report:** A document that refers to a Partner's claim to the OMNICOMM Company regarding the quality of the Products. The claim is made in writing and is the basis for taking measures to eliminate identified shortcomings, defects, flaws, and other violations.

**Diagnostic Report:** A document prepared by the Partner describing the process of inspecting the Products and recording the result of this procedure.

**Technical Assessment Report:** A document prepared by the OMNICOMM Company or its authorized representative based on the results of examining the Products for which a request has been received due to a malfunction, containing conclusions about the technical condition of the Products and the causes of the failure.

**Product Passport:** A document that contains information about the technical characteristics of the Products, a diagram of the product (Products), the warranty period, operating conditions, and safety precautions when working with the Products.

## 2. GENERAL PRINCIPLES OF WARRANTY PROVISION

OMNICOMM Company guarantees its Partners quality service and reliability of its Products. All warranty obligations of the OMNICOMM Company are strictly regulated and fulfilled in accordance with the conditions specified in this policy

OMNICOMM Company provides Partners with a warranty on the Manufacturer's Products and ensures compliance with warranty procedures applicable to the Manufacturer's Products, provided that the requirements established for the Product in the operational documentation and Product Passport are met.

OMNICOMM grants Partners the right to request replacement of Products in the event of a defect caused by a malfunction attributable to the Manufacturer or to the OMNICOMM Company.

### 3. WARRANTY CONDITIONS

#### 3.1. WARRANTY COVERAGE

The warranty applies to defective Products (subject to the exceptions specified in Section 7) in the event of a defect if:

- The Product has not been damaged as a result of external factors such as mechanical impact, misuse, improper installation, or modification.
- The Product has not been repaired or altered by persons, entities or service centers not authorized by OMNICOMM Company.

#### 3.2. OMNICOMM COMPANY OBLIGATIONS UNDER WARRANTY

In the event of a Product defect recognized as covered by the warranty, OMNICOMM Company undertakes to replace the defective Product with an identical or equivalent one.

### 4. PRODUCTS COVERED BY WARRANTY

The warranty applies to all OMNICOMM Company Products (subject to the exceptions specified in Section 7), including:

- OMNICOMM Fuel Level Sensors
- OMNICOMM GPS trackers
- Other related equipment manufactured by the Manufacturer under the OMNICOMM brand

### 5. WARRANTY PERIODS

#### 5.1. STANDARD WARRANTY DURATION

The warranty periods for the Products are indicated in the Product Passport and/or other accompanying documents. Specific periods depend on the type of Product.

## 6. PROCEDURE FOR PROVIDING WARRANTY SERVICE

### 6.1. RECEIVING REQUESTS

Warranty requests are received via a single email address:  
[warranty\\_support@omnicomm.ltd](mailto:warranty_support@omnicomm.ltd)

### 6.2. PROCEDURE FOR SUBMITTING REQUESTS

The Partner sends a request to the email address, providing details about the malfunction. The request must specify the operating conditions of the Product in which the malfunction is reported, and include:

- Claim Report
- Diagnostic Report

OMNICOMM Company may, if necessary, request additional information (photos, videos, the results of a preliminary inspection of the Product), as well as offer options for solving the problem.

### 6.3. REVIEW AND CONCLUSION

After reviewing the request and conducting a technical investigation of the defective Product, OMNICOMM Company will prepare a Technical Assessment Report and send a copy to the Partner.

Possible conclusions based on the results of the technical investigation that may be indicated in the Technical Assessment Report:

- **Non-Warranty Defect** – the defect is not recognized as covered by the warranty due to a violation of the terms of this policy, a violation of operating conditions, or for other reasons.
- **Defect Requiring Investigation** – The OMNICOMM Company will offer to send the Product to the OMNICOMM Company in accordance with clause 8.1 ("Product Logistics within the Warranty Service") for a more detailed investigation.
- **Warranty Defect** – The OMNICOMM Company will, at its sole discretion, either repair the defective Product or replace it with an identical or equivalent Product.

## 7. EXCLUSIONS FROM WARRANTY OBLIGATIONS

### 7.1. WARRANTY SERVICE IS NOT PROVIDED FOR:

- Products installed and/or configured by persons or entities not authorized by the OMNICOMM Company.
- Products for which preventive maintenance and work on replacing consumables has been carried out by persons or entities not authorized by the OMNICOMM Company.
- Products modified by persons or entities not authorized by the OMNICOMM Company.
- Consumables and accessories supplied with the Product, including but not limited to cables, external antennas, fasteners, fuses, gaskets, seals, and gloves.
- Rechargeable batteries. Applicable warranty periods for batteries are specified separately in the Product Passport.
- Products with software and/or hardware installed from third-party manufacturers.
- Products damaged as a result of improper operation, misuse, abuse, accident, modification, or exposure to external factors, including but not limited to: mechanical impacts, chemical exposure, liquid ingress (contrary to product specifications or operating instructions), excessive heat/cold, or other adverse environmental conditions.
- Products damaged as a result of improper handling, transportation, or storage by the customer, including failure to adhere to specified storage or environmental conditions.

### 7.2. LIMITATION OF LIABILITY

The OMNICOMM Company is not liable for the following, whether arising from a warranty defect or any other cause:

- Any indirect, incidental, special, consequential, or punitive damages arising from or related to the Product or its use, including but not limited to, lost profits, loss of data, loss of use, business interruption, costs of delay, or other economic losses.
- Damage to the Product caused by third parties or Force Majeure events.

## 8. CONDITIONS FOR LOGISTICS AND PAYMENT OF PRODUCT RETURNS

### 8.1. PRODUCT LOGISTICS WITHIN WARRANTY SERVICE

- All transportation costs for the delivery of the Product to the OMNICOMM Company, including customs expenses, shall be borne by the Partner.
- Should the OMNICOMM Company determine that the Product requires further investigation by the Manufacturer, the time frame for warranty determination will be extended to include the necessary shipping and Manufacturer assessment periods. This extended determination period shall not exceed three (3) months from the date the Product is sent to the Manufacturer.
- If the defect is confirmed to be covered under this warranty, the OMNICOMM Company shall bear the reasonable transportation costs for returning the repaired or replacement Product to the Partner's warehouse.
- In the event that the defect is recognized as a non-warranty defect, the Partner shall be responsible for reimbursing the OMNICOMM Company for:  
(a) all transportation costs incurred in sending the Product to the Manufacturer, and (b) the costs of conducting a Product investigation. Payment is due within five (5) business days of the Partner's receipt of an invoice and payment request from the OMNICOMM Company.
- All costs associated with transporting the Product to or from the end user (including shipping, freight, and insurance) are the sole responsibility of the end user or Partner, and will not be covered or reimbursed by the OMNICOMM Company.

### 8.2. PRODUCT RETURN CONDITIONS

Products confirmed by the OMNICOMM company to be defective due to a manufacturing fault will be replaced with an identical or equivalent Product.

## 9. ROLE OF PARTNERS IN THE WARRANTY PROCESS

### 9.1. PARTICIPATION OF PARTNERS IN THE WARRANTY PROCESS

- Partners are obligated to provide warranty support to end users during the warranty service process and ensure the correct use and installation of the Products.
- Partners serve as main point of contact for End Users initiating warranty claims. Upon receiving such claims Partners shall organize necessary

procedures in accordance with this Policy and shall facilitate the transfer of Products to the OMNICOMM Company for warranty evaluation and service (diagnosis, repair, or replacement).

- Partners are obligated to submit all documentation required to validate a warranty claim, as specified in clause 6.2 ("Procedure for Submitting Requests"). The OMNICOMM Company reserves the right to deny warranty service if the required documentation is incomplete or missing from the request.

## 9.2. PARTNER RESPONSIBILITIES

- Partners must ensure that the Product is installed and operated in accordance with the Manufacturer's instructions and requirements.
- Partners are responsible for shipping Product to the OMNICOMM Company.
- Partners must provide clear and accurate descriptions of the reported Product defect.

## 10 . OTHER PROVISIONS

10.1. The OMNICOMM Company reserves the right to modify this Warranty Policy at any time. While the OMNICOMM Company will endeavor to notify Partners of significant modifications, Partners are responsible for regularly reviewing the current version of the policy posted on the official website ([omnicomm-world.com](https://omnicomm-world.com)). The version available on the website shall be considered the governing version.

10.2. The effective date of this Warranty Policy, including any revisions or updates, shall be the date of its publication on the official website ([omnicomm-world.com](https://omnicomm-world.com)).