

# Devices and warranty

## Article 1 - Devices

### 10.1 The Customer shall

- a. act as a decent user of the Device;
- b. only use the Device for its purpose and in a careful and proper manner in compliance with Kizy's instructions and specifications;
- c. be held responsible to source the Accessory, and ensure it is used correctly with the Tracker if the Tracker requires an Accessory to work according to the Service definition.

10.2 Delivery by Kizy shall be deemed to have taken place at the moment where the goods leave Kizy's premises. Transport and its insurance liability shall be borne by the Customer. Kizy is entitled to carry out the delivery in stages and each stage of the delivery may be invoiced separately.

10.3 All offers and orders placed by the Customer are subject to stock being available. An agreed delivery date is not a final deadline, unless expressly agreed otherwise in writing. Kizy will use its best endeavors to timely deliver the Devices.

10.4 If the Customer refuses the delivery of the Devices, it nevertheless remains obliged to fulfill its payment obligations. In such case, the Devices will be stored at the risk and expense of the Customer.

## Article 2 - Warranty

11.1 Kizy offers a two (2) years limited warranty on the Devices sold by Kizy against defects in materials and workmanship of the Device and its accessories sold in the Kizy original packaging, provided that they are used according to Kizy's user manuals, technical specifications and other Kizy published guidelines. The Warranty starts on delivery date.

11.2 The following events are explicitly excluded from the warranty (non-exclusive list):

- a. humidity and water damages
- b. storing a Device with battery at 0%
- c. attempts to open or self-repair the Device

11.3 If a Device is defective, Kizy will instruct the Customer on how to behave. Kizy will either attempt to repair the Device or replace it with a refurbished Device or a similar Device. Kizy might refund the Device only if several unsuccessful repair or replacement attempts took place.

11.4 Devices defective within fourteen (14) days upon delivery are considered as Dead on arrival (DOA). DOA are replaced free of charge with new Devices according to Kizy's instructions.

11.5 If Kizy cannot reproduce the defect on repair attempt, the Device shall be considered as Not Fault Found (NFF). Kizy might invoice to the Customer the NFF at Device list price to cover the repair investigation costs.

11.6 Only Kizy or qualified repair centers might attempt to repair the Device. Failing to do so will immediately void any warranty.

11.7 A replacement part or product or a repaired Device assumes the remaining warranty of the original Device or ninety (90) days from the date of replacement or repair, whichever provides longer coverage.

11.8 In case of Device shipment, the Customer pays for costs of shipment to Kizy.

## Article 3 - Device End of life

12.1 Devices that have not generated any traffic for more than 2 years will be considered as unused. As such, Kizy is allowed to definitely deactivate these Trackers without previous warning to the Customer. Customer has no right of compensation for deactivated Devices.

12.2 Kizy can at any time declare a Device as End-of-life. Kizy will communicate on its website at least 6 months in advance what types of devices will be declared as End-of-Life. End-of-Life means that the devices can be used, as long as Kizy supports the service for the device, but neither support, nor warranty, swap or repair will be offered.

However, this do not apply as long as warranty on the Device is running.

12.3 Kizy can terminate the Service for End-of-life devices at any time, and without warning. The Customer cannot claim any compensation for Service termination of End-of-Life Devices.

## Contact information

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