SAMSUNG SMART SIGNAGE STARDARD WARRANTY GUIDE

<u>SMART SIGNAGE</u>

1. Warranty Term

Samsung currently provides a 3 year standard limited warranty, but the warranty period may vary by country. Please contact your local Samsung representative to check the standard warranty period applicable for your country.

Customers can purchase an extended warranty service pack, which must be purchased when the Product is purchased. The extended warranty period can increase the warranty period up to a total of 5 years.

2. Warranty Description

Samsung warrants that the Product will be free from manufacturing defects in material and workmanship during the abovementioned warranty period and fit for being used as commercial digital signage.

During the warranty period, Samsung will, at its sole discretion,

- 1) provide service via phone, mail, technical support website (ex. Service Cloud) or esupport access to Help Desk to assist in resolving issues. Phone support is available during normal business hours.
- 2) repair (at Samsung's own or Samsung's Authorized Service Center(ASC)), or replace (using new or refurbished replacement parts or Products) any defect within a reasonable period of time and free of charge.

Generally, On-Site Repair Service is the default service for any Product requiring repair during the applicable warranty period. However, depending on the installed Product, location, environment and any special contract terms, there could be other services available such as Carry-In or Pick-up & Return.

Service Response Turnaround Time ("TAT"):

The average TAT for Service Response is D+1 business days. Service Response means first response to a request (phone, e-mail, technical support website and / or verbal).

Service Response may take more than 1 business day depending on the case.

Service Repair TAT:

Service Repair means initial repair activity by Samsung or Samsung's ASC.

X Initial repair activity means one of below activities; site visit, checking symptoms, defective part exchange, configuration adjustment, etc.

Samsung shall aim for a Service Repair TAT of D+5 business days, provided however, additional time may be required, due to, by way of example, limitations in transportation/personnel availability, inaccessibility of location, locations requiring special access authorization (i.e. duty free stores), repeatability of the problem, and inaccurate description of the problem provided. Samsung will use its best efforts to solve the problem during its first on-site visit.

In the event Samsung experiences or foresees such delay, Samsung shall notify the customer and the Parties shall discuss in good faith to arrive at a resolution including a new delivery schedule.

Samsung recommends that the customer maintain a buffer stock of Products to minimize downtime.

3. Warranty Coverage

This limited warranty begins on the original date of purchase, and is valid only on Products purchased directly from Samsung or through Samsung's authorized partners. To receive warranty service, the customer must contact Samsung for problem determination and service procedures. Warranty service can only be performed by a Samsung ASC. The original dated bill of sale must be presented upon request as proof of purchase to Samsung or Samsung's ASC. In the event that no proof of purchase can be presented to Samsung, the limited warranty will commence from the date of manufacture specified on the Product.

All replaced parts and Products shall become the property of Samsung and must be returned to Samsung. The repaired or replaced parts or Products assume the remaining original warranty.

4. Customer Notice on Cross-Border Installations

In principle, cross-border shipments/installation by our partners are not allowed. 'Cross-border shipment/installation' is defined as when a customer purchases a Product from one Samsung subsidiary and then ships and installs it in another country. The Samsung subsidiary in the country of installation will not provide local services as our service policy is only available for Products locally purchased. However, if the conditions specified below are agreed to between Samsung Electronics HQ and customer, Samsung can provide 'Multi-country Deal Service Support' on approved cases. Please note that 'Multi-country Deal Service Support' is an exception that cannot be applied in all countries. Customer shall discuss with the Samsung global account manager before any cross-border shipments and installation. If you are a customer located in the EEA, UK and Switzerland, please refer to the Addendum for B2B sales in Europe below.

First of all, if a customer wants to ship Products across borders they must bear all of the costs, risks and consequences of doing so. Potential risks are described below in more detail. (Section: Potential risks of cross-border projects)

Second, Multi-country Deal Service agreements need to be made between customer and Samsung Sales subsidiaries prior to shipment of the Product. It is expected from the customer to provide the model code, serial number and installation site information to Samsung Electronics HQ and the applicable Samsung sales subsidiary. This is because not all Samsung subsidiaries have service parts or trained service technicians for the Product model the customer purchased. Samsung sales subsidiary needs to make sure all of these are prepared and well-arranged at the local subsidiary in the country of installation before the project starts. Without these arrangements made in advance, the local Samsung subsidiary will refuse to provide local support on faulty screens.

Third, if the customer considers warranty extensions, it must be purchased upon screen purchase at the local service providing subsidiary. (Local service providing subsidiary is the Samsung subsidiary in the country of installation) For example, if the screen was purchased in Sweden and installed in USA, the customer must purchase Extended Warranty in USA at the time of screen purchase unless otherwise negotiated with Samsung Electronics HQ Global account manager. Extended Warranty cannot be transferred between two Samsung subsidiaries. For example, if screen and Extended Warranty were purchased in Sweden and installed in USA, the screen will not receive warranty extensions in USA.

Potential risks of cross-border projects:

1) Import Issue

Smart Signage Products sold by the Samsung sales subsidiary may or may not be imported to other countries due to different product standards, safety regulations and environmental

certificates requested by the local customs office. Samsung is not accountable for such events or documents/certificates that local customs office requires. Customer shall conduct its own due diligence regarding this issue.

2) Additional Costs

- a. Customs, local tax and logistics costs Customer pays import tax / or any other logistic costs.
- b. Accessories Customer pays for accessories such as power cords, remote controllers if accessories purchased in one country are not suitable in another country.
- c. Additional service costs
 As service level (standard warranty years and terms) varies by country, customer may be
 required to pay additional service costs.
 (Each country's service level should be checked with Samsung in advance)

3) Different settings and OSD language

Products produced for one country may not support settings and OSD languages in other countries.

4) Service Buffer

Samsung subsidiaries cannot hold / stock materials that are used for services or maintenance. Thus, in order to prevent any delay in local service, Samsung recommends customer and its System Integrator partners to hold/ stock 3% buffer units of total volume of this project.

5) Service Delay

Customer agrees that services outside of the country of purchase may be delayed. The Samsung subsidiary providing such services shall not be liable to customer for such delays.

6) Serial number

Customer has the responsibility of sharing Products' serial number with Samsung sales subsidiary. The information will be given to local service providing subsidiaries to meet Multi-country Deal services.

By requesting this Multi-country Deal Service Support, customer acknowledges and accepts the risks of Cross-border projects and agrees to provide the necessary information to receive Multi-country Deal Service Support.

5. Exclusion from Warranty

Samsung does not warrant uninterrupted or error-free operation of the Product, and shall not be liable for the loss or destruction of data or media resulting from the use or service of this Product. Samsung is not liable for any form of direct, indirect or consequential loss suffered by a Customer during any downtime. The customer is cautioned that Product performance may be affected by installation, system configuration, software, applications, equipment compatibility, customer data and operator control of the system, among other factors, and it is the customer's responsibility to determine the functional implementation. Samsung's obligations with respect to software products distributed by Samsung under the Samsung brand name are set forth in the applicable end user license agreement. Non-Samsung hardware and software products, if provided, are provided on an "AS IS" basis. Non-Samsung manufacturers, suppliers, publishers, and service providers may provide their own warranties. Samsung is not responsible for access equipment, traffic management or authority to grant access. Unless written otherwise, this limited warranty does not apply to consumables, including but not limited to filters, fans, batteries, fuses, plugs, connectors, networks, fiber optic cables, cables, power cables, signal cables, aviation connectors, and other wires and connections.

This limited warranty covers manufacturing defects in materials and workmanship encountered in normal use, and except to the extent otherwise expressly provided for in this statement, shall not apply to the following, including, but not limited to: damage which occurs during shipment; delivery and installation; improper handling; improper or long-term storage; neglect; abuse; applications and uses for which this Product was not intended; altered product or serial numbers; cosmetic damage or damage to the exterior finish; accidents; fire, oil, water damage resulting from use of the Product outside of its intended use or not in accordance with Product specifications; damage caused by war, terrorism, civil disturbance, or any other cause beyond Samsung's reasonable control; fire, flood, earthquake, water, wind, lightning or other acts of nature; use of products, equipment, enclosure, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by Samsung, or which damage this product or result in service problems; incorrect electrical line voltage, fluctuations and surges; Customer adjustments and failure to follow operating instructions, cleaning, maintenance and environmental instructions that are covered and prescribed in the instructions, user manuals or other requirements; Product removal or reinstallation; Product modification not authorized by Samsung; reception or display problems and distortion related to noise, echo, interference or other signal transmission and delivery problems; natural loss of brightness and color under normal conditions, or burned-in images; normal degradation in the performance of the Product, normal wear and tear.

Samsung is not liable for any warranty service delay caused by embargos, quarantines, pandemic, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance, fire, flood, earthquake, water, wind, lightning or other acts of nature, or any other cause beyond Samsung's reasonable control.

6. General Terms

This limited warranty is a standard application of Samsung. No other third party (including any agent, distributor or sales representative) is authorized to make any representations or warranties that are different from this limited warranty. Unless otherwise confirmed by Samsung in written forms of contract or other documents, any warranty clauses that conflict with this limited warranty shall be deemed to be automatically invalid. Final power of interpretation of this limited warranty shall be vested in Samsung.

7. Limitation of Liability

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIODS STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON SAMSUNG. SAMSUNG SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST SAMSUNG BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SAMSUNG AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO CUSTOMER AND CUSTOMER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT SOLD BY SAMSUNG NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF SAMSUNG. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL CUSTOMER OF THIS PRODUCT, IS NON-TRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY

Policy on Cross-Border Shipments, Installations and Service

Addendum for B2B sales in Europe

Standard pan-European Warranties

Samsung offers a 3-year warranty on business display/signage products as standard. For B2B Monitors and Hotel TVs, the warranty period may vary depending on the product and region; you will need to check the exact warranty period of the product you purchased.

This is a pan-European warranty. This means that customers who purchase products from a Samsung subsidiary in the EEA, UK and Switzerland can make a service claim under the warranty against other Samsung subsidiaries in the EEA, UK and Switzerland. For the avoidance of doubt, other countries in Europe (e.g. ex CIS and ex FYR states outside of the EEA) will be subject to the global policy.

For instance, if a customer purchases signage from Samsung Germany, and installs them in France, then they can obtain service under the warranty form Samsung France and its network of authorized service centres. (While the core obligations are the same under the pan-European warranty, the service would be subject to the French warranty terms which may differ in certain details).

For more information, please review the warranty card supplied with your display/signage product.

For the avoidance of doubt, this guidance supersedes the global cross-border service guidelines which may be issued to global Samsung partners from time to time, and which apply outside of Europe only.

Extended Warranties

Different rules apply to extended warranties, which can be purchased at the same time as the display product, or shortly thereafter. These extend the coverage to a maximum 5-year period depending on the product in question. However, this extension arises from a direct contract between you and the relevant Samsung entity which sold the extended warranty. The extension does not bind any other Samsung entities and you can only seek repair or replacement from the Samsung entity in the country of purchase.

To follow the above example, if a customer purchases a display product with an extended warranty in Germany, and installs it in France, the customer will only be able to make a claim under the extended warranty (in year 3, 4 or 5) from Samsung Germany. Obtaining service would likely cause the customer incur additional transportation costs.