

Warranty Policy

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Table of Contents

Introduction	3
1. Warranty.....	3
2. Liability	6
3. Force Majeure	7
4. Governing Law and Dispute Resolution.....	8
Appendix.....	9
5. RMA - Return Material Authorization	9
6. Summary of Dates and Timelines	11

Introduction

This document states the warranty policy of CTHINGS.CO Sp. z o.o., with its registered seat in Warsaw, at Aleja Niepodległości 18, 02-653 Warszawa, entered into the Register of Entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) kept by the District Court in Warsaw, XIV Division, under KRS number 0000718829, with NIP (tax identification number) 8212656459 and REGON (statistical number) 369493577, (“CTHINGS.CO” or “Supplier”).

CTHINGS.CO reserves the right to update this Warranty Policy in its sole discretion. The updated Warranty Policy will be published at www.cthings.co.

This Warranty Policy applies exclusively to the entity that purchased the Products directly from the Supplier (CTHINGS.CO), hereinafter referred to as the “Business Partner”.

“Parties” refers to both parties of this Warranty Policy: “Supplier” and “Business Partner”.

The Supplier’s obligations under this Warranty Policy are owed solely to the Business Partner. The Supplier shall have no direct contractual relationship with, and shall bear no liability toward, any third party, including any customer, client or end user of the Business Partner.

“Sales Agreement” means the agreement, purchase order, order confirmation, framework agreement or other written commercial document concluded between the Supplier and the Business Partner under which the Products were sold by the Supplier to the Business Partner.

“Product” means any hardware device, component, accessory or other good sold by the Supplier to the Business Partner under the relevant Sales Agreement. “Products” means, as applicable, any one or more of them collectively.

1. Warranty

1.1 Warranty Period

The Supplier warrants solely to the Business Partner that, subject to this Clause 1, the Products supplied under this Warranty Policy will be free from defects in materials and workmanship under normal and proper use in accordance with the Supplier’s specifications, manuals and other written instructions (the “Documentation”) for a period of 2 years from the date of sale to the Business Partner, provided that the Products have been fully paid for (the “Warranty Period”). Where the Products are equipped with batteries, the warranty in respect of such batteries shall be strictly limited to defects in materials and workmanship for a period of 6 months from the date of sale to the Business Partner, provided that the Products have been fully paid for (the “Battery Warranty Period”).

The warranties in this Clause shall not apply to any Products or batteries that have been repaired, opened, altered or modified by any party other than the Supplier or its expressly authorized service providers, or that incorporate any non-approved spare parts, accessories or consumables. The warranties shall further not extend to any design, specification or integration requested or provided by the Business Partner or any third party acting on its behalf.

During the applicable Warranty Period, the Supplier's sole and exclusive obligation, and the Business Partner's sole and exclusive remedy, shall be, at the Supplier's discretion, to (i) repair the defective Product, or (ii) replace the defective Product with a new, refurbished or functionally equivalent product or component, or (iii) issue a refund. The Supplier may use new or refurbished parts or products in making repairs or providing replacements. Any repaired or replaced Product (or component) shall be warranted only for the remainder of the original Warranty Period or 90 days from the date of repair or replacement, whichever period is longer.

1.2 Exclusions from Warranty

The warranties in Clause 1.1 shall not apply to, and the Supplier shall have no liability in respect of, any defect, failure or damage resulting from:

- Misuse, abuse, improper or abnormal handling, storage or transportation by the Business Partner, its affiliates, resellers or end customers;
- Any installation, commissioning, integration, operation, configuration or maintenance not carried out strictly in accordance with the Documentation or other written instructions of the Supplier;
- Any unauthorized modification, repair, opening, disassembly or attempt to repair by the Business Partner, its affiliates, resellers, end customers or any third party not approved in writing by the Supplier;
- Use of the Products with non-approved software, firmware, accessories, spare parts, consumables, power supplies or in combination with other equipment not specified as compatible by the Supplier;
- Normal wear and tear, cosmetic damage, consumable components (including batteries beyond the Battery Warranty Period), or gradual performance degradation consistent with normal aging of the Products;
- Operation of the Products outside of the environmental, electrical or other operating limits specified in the Documentation;
- Any defect attributable to design, specifications or instructions provided or requested by the Business Partner or any third party acting on its behalf;
- Damage or failure caused by accidents, negligence, fire, liquid ingress, power surges, voltage fluctuations, lightning, corrosion, contamination, pests, or other external causes, including natural disasters and force majeure events as defined in Clause 3, whether or not foreseeable;
- Removal, defacement or alteration of any serial number, barcode, label or other identifying mark.

The Business Partner shall bear the burden of demonstrating that any claimed defect falls within the scope of the warranty and is not subject to any exclusion in this Clause 1.2. The Supplier shall be entitled to rely on its own testing and inspection when determining whether a defect is covered by the warranty.

1.3 Return Procedure

In the event of any alleged defective or damaged Product, the Business Partner shall (i) notify the Supplier of the defect by submitting an RMA request in accordance with the RMA Procedure set out in

the Appendix, without undue delay and in any event no later than 10 days after the Business Partner first becomes aware of the defect, and (ii) ensure that such notification is received by the Supplier before the expiration of the applicable Warranty Period or Battery Warranty Period, as relevant. Each notice shall contain reasonable details of the defect, including model name, serial number, description of the issue, usage history, and relevant photographs, or test results. Failure to comply with this Clause 1.3 shall result in the warranty claim being deemed waived and void, unless such failure cannot be limited under mandatory applicable law.

The Business Partner shall handle and coordinate all warranty claims from its customers and shall not direct end customers to submit claims directly to the Supplier without the Supplier's prior written consent.

Each warranty claim shall be registered and processed in accordance with the Supplier's then-current return material authorization ("RMA") procedure set out in the Appendix, as may be reasonably updated from time to time. Only Products authorized for return under that procedure may be sent to the Supplier's designated service center (the "Service Center"). Products returned without a valid RMA number, without proper packaging, or after the expiration of the applicable Warranty Period shall not be accepted by the Supplier and may be returned to the Business Partner at the Business Partner's risk and expense.

1.4 Costs of Return

The Business Partner shall be responsible for organizing and paying for the return shipment of Products to the Service Center in connection with any warranty claim. The Business Partner shall also bear the risk of any loss of or damage to the Products in transit until the Products are received by the Supplier at the Service Center.

Unless otherwise agreed in writing, the Business Partner shall be responsible for properly packing the Products for shipment to the Service Center for inspection and/or repair.

If the warranty claim is confirmed, the Supplier shall, where applicable, bear the cost of shipping the repaired or replacement Product back to the Business Partner or issue a refund in accordance with Clause 1.1.

If the returned Products are found not to be defective, or the defect is determined not to be covered by the warranty (including where an exclusion under Clause 1.2 applies), the Business Partner shall bear all costs of transport, insurance, customs, taxes and handling, and any associated inspection, testing, storage and repair fees in accordance with the Supplier's then-current standard rates. The Supplier shall be entitled to invoice the Business Partner for such amounts, and the Business Partner shall pay such invoices in accordance with the payment terms of the invoice.

1.5 Replacement and Repair

Upon receipt of the Products returned in accordance with the RMA procedure and acceptance by the Supplier of the warranty claim following inspection, the Supplier shall, at its discretion, repair the Products, replace the Products, or issue a refund, in each case in accordance with Clause 1.1. The Supplier shall use commercially reasonable efforts to complete repairs or provide replacements within 90 days from receipt of the returned Products, subject to the availability of appropriate replacement parts, components and Products; however, any timeframes communicated by the Supplier are

estimates only and shall not be binding. The Supplier shall keep the Business Partner reasonably informed of the expected repair or replacement timeline. The Supplier shall not be liable for any delay in repair or replacement, provided the Supplier uses commercially reasonable efforts.

All repair and replacement obligations are subject to the availability of appropriate replacement parts, components and Products. The Supplier shall not be required to provide upgrades, new models or products, or modifications required by changes in regulations, standards or customer specifications.

1.6 Limitation of Warranty

The warranties expressly set out in this Clause 1 are given in lieu of, and to the maximum extent permitted by applicable law, exclude and replace, except as otherwise expressly agreed in the relevant Sales Agreement, all other warranties, conditions and representations, whether express, implied or statutory, including without limitation any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or correspondence with description or sample, and any warranties arising out of course of dealing, usage or trade.

Without limiting the foregoing, the Supplier does not warrant that the Products will be error-free, will operate without interruption, will be compatible with any particular equipment, systems or networks not expressly specified in the Documentation, or will meet any particular performance requirements of the Business Partner or its customers. The Business Partner is solely responsible for selecting the Products and for determining their suitability for the Business Partner's and its customers' intended purposes.

The remedies set out in the Clause 1.1 shall be the Business Partner's sole and exclusive remedies, and the Supplier's sole and exclusive obligations, in respect of any defect in the Products or any failure of the Products to conform to the warranties given herein.

1.7 Returns for Non-Warranty Issues

Any returns of Products that are not related to defects or warranty claims (including, without limitation, returns due to ordering errors, stock rotation or changes in demand) shall be subject to the Supplier's prior written approval, which the Supplier may grant or withhold in its sole discretion. Unless otherwise agreed in writing, (i) such returns shall be limited to Products returned within 30 days of the original delivery date, (ii) the Products must be unused, unopened, in their original, undamaged packaging, and otherwise in a condition suitable for resale as new, and (iii) the Products must not be custom, configured-to-order, private-label, obsolete or discontinued items.

All non-warranty returns shall be made at the Business Partner's cost and risk, and the Business Partner shall bear all associated transport, insurance, duties, taxes and handling costs. Any credit or refund granted by the Supplier for such returns may be reduced by an operational and logistics fee in accordance with the Supplier's then-current standard operational and logistics rates (which may vary by Product type) and any additional costs incurred by the Supplier in inspecting, testing, repackaging or refurbishing the returned Products. The Supplier shall be entitled to refuse any return that does not comply with the conditions of this Clause 1.7.

2. Liability

2.1 Limitation of Liability

To the fullest extent permitted by law and subject to Clause 2.3, each Party's aggregate liability toward the other under or in connection with this Warranty Policy shall be limited to the total net fees paid or payable by Business Partner under the relevant Sales Agreement giving rise to the claim.

2.2 Exclusion of Consequential Damages

To the extent permitted by mandatory law and subject to Clause 2.3, neither Party shall be liable for any indirect, consequential or special damages, including lost profits, loss of revenue, loss of savings, or loss of data, even if advised of the possibility of such damages.

2.3 Exceptions

The limitations and exclusions in this Clause 2 shall not apply to:

- a) liability for willful misconduct;
- b) liability for gross negligence, to the extent such limitation is not permitted in a particular case by mandatory law;
- c) liability for death or personal injury caused by a Party's act or omission, where such limitation is not permitted by law;
- d) liability for breaches of confidentiality or data protection obligations where limitations are not permitted by law.

3. Force Majeure

3.1 Force Majeure Events

Neither Party shall be liable for failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, war, terrorist acts, pandemics, strikes, failure of suppliers, outages of public networks, or acts of government, provided the affected Party notifies the other Party promptly and uses reasonable efforts to mitigate the impact.

3.2 Third-Party Infrastructure and Services

The Business Partner acknowledges that the Services may depend on third-party infrastructure and services (including cloud providers, telecommunications networks, and hardware or software supplied by third parties). "Services" means any software, cloud or connectivity services to the extent Services are provided by the Supplier in connection with the Products. To the extent permitted by law, CTHINGS.CO shall not be liable for any failure or degradation of the Services caused by an outage or malfunction of such third-party infrastructure or services, provided that CTHINGS.CO:

- (a) uses reasonable efforts to coordinate with the relevant third party to resolve the issue; and
- (b) keeps the Business Partner reasonably informed of material service-impacting incidents.

4. Governing Law and Dispute Resolution

4.1 Governing Law

This Warranty Policy and any disputes arising out of or in connection with it (including noncontractual matters) shall be governed by and construed in accordance with the laws of Poland, including, where applicable, the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4.2 Dispute Resolution and Jurisdiction

- a) The Parties shall first attempt to resolve disputes amicably through good faith discussions at management level within 30 days of written notice of the dispute.
- b) If not resolved amicably, any dispute shall be submitted to the exclusive jurisdiction of the common courts of Poland, and the court having jurisdiction over the registered seat of CTHINGS.CO shall be the court of first instance, unless mandatory law provides otherwise.
- c) Nothing in this Clause prevents either Party from seeking interim or protective measures before any competent court.

Appendix

5. RMA – Return Material Authorization

This RMA Procedure applies to all warranty claims and returns of defective Products by the Business Partner to the Supplier under the provisions of this Warranty Policy.

5.1 Initiating the RMA Request

In the event of a defective or non-conforming Product, the Business Partner must request an RMA from the Supplier by submitting an RMA Request Form. The form must include the following information:

- Product model number and serial number
- Detailed description of the defect or issue encountered
- Date of purchase
- Purchase order number or reference
- Quantity of Products to be returned

5.2 RMA Request Submission

The RMA Request Form should be submitted via email to support@cthings.co or through the online RMA portal at <https://support.cthings.co>.

5.3 RMA Number Issuance

Upon receiving the RMA Request Form, the Supplier will review the request and, if the RMA is approved, issue a unique RMA number to the Business Partner within 3 business days. Approval of the RMA authorizes return of the Products for inspection only and does not mean that the warranty claim has been accepted. The RMA number must be referenced on all return shipments and associated communications.

5.4 Shipping Instructions

Upon receiving the RMA number, the Supplier shall provide shipping instructions, including the address of the Service Center, approved carriers and any required documentation. The Business Partner shall organize the shipment of the defective Products to the Service Center in accordance with those instructions and use appropriate packaging to prevent further damage during transit. The Business Partner shall bear all costs of such shipment and all risk of loss of or damage to the Products in transit until the Products are received by the Supplier at the Service Center.

5.5 RMA Number Labeling

The RMA number must be clearly indicated on the outside of each return shipment package. Products returned without an RMA number will not be accepted by the Supplier and will be returned to the Business Partner at the Business Partner's expense.

5.6 Shipping Costs

The Business Partner shall organize and pay for the shipment of the Products to the Service Center and shall comply with all shipping instructions provided by the Supplier. The Business Partner shall bear all shipping costs and related charges, and all risk of loss of or damage to the Products in transit, until the Products are received by the Supplier at the Service Center. The cost of shipping the repaired or replacement Products back to the Business Partner, where applicable, shall be allocated in accordance with Clause 1.4 of this Warranty Policy.

5.7 Inspection

Upon receipt of the returned Products, the Supplier will inspect the Products to determine whether the warranty claim should be accepted. If the warranty claim is accepted, the Supplier will, at its discretion and in accordance with Clause 1.1, repair the Products, replace the Products, or issue a refund at no cost to the Business Partner.

5.8 Repair or Replacement Timeline

If the warranty claim is accepted, the Supplier shall process the applicable remedy in accordance with Clause 1.5 and shall keep the Business Partner reasonably informed during the RMA process of the expected repair or replacement timeline, where applicable.

5.9 Notification of Non-Warranty Issues

If the warranty claim is not accepted, including because the Products are found not to be defective or because the issue is not covered by the warranty (e.g., due to improper use or unauthorized modifications), the Supplier will notify the Business Partner. In such cases, the Business Partner will be responsible for the costs of shipping and any repair fees.

5.10 RMA Completion

Once the repair or replacement has been completed, the Supplier will complete the RMA by shipping the repaired or replacement Products back to the Business Partner, where applicable, or by processing the refund, as applicable, and will provide tracking details and an RMA completion report to the Business Partner, where applicable. If the Supplier determines that no warranty coverage applies, the return or other disposition of the Products shall proceed in accordance with Clause 1.4 and the Supplier's written notification to the Business Partner.

5.11 Warranty for Repaired/Replacement Products

Any repaired or replaced Products shall be covered for the remainder of the original Warranty Period or for 90 days from the date of repair or replacement, whichever period is longer. This shall apply equally to repaired Products and replacement Products.

5.12 Expiration of RMA Number

If the Business Partner fails to return the defective Products within 30 days from the date the RMA is approved by the Supplier, the RMA will expire, and a new RMA request must be submitted for any future returns of the same Products.

Contact Information for RMA Requests:

- RMA Customer Support Contact: support@cthings.co
- Online RMA Portal: <https://support.cthings.co>

6. Summary of Dates and Timelines

#	Clause	Timeframe	Trigger / Condition	Description
1	1.1 Warranty Period	2 years from date of sale	Product purchased	Standard warranty duration for products
2	1.1 Battery Warranty Period	6 months from date of sale	Product with batteries purchased	Limited warranty for batteries
3	1.1 Post-repair warranty	Remainder of original warranty or 90 days (whichever longer)	Product repaired or replaced	Warranty coverage after repair/replacement
4	1.3 Return Procedure	Without undue delay, and no later than 10 days	From moment Business Partner becomes aware of defect	Deadline to notify Supplier about defect
5	1.3 Return Procedure	Before expiration of Warranty Period / Battery Warranty Period	Submitting warranty claim	Claim must be submitted within valid warranty
6	1.5 Replacement and Repair	Within 90 days (non-binding estimate)	From receipt of returned product	Target time to repair or replace product
7	1.7 Non-Warranty Returns	Within 30 days of original delivery	Non-warranty return request	Maximum return window for non-defective products

8	4.2 Dispute Resolution	30 days	From written notice of dispute	Time allowed for amicable resolution
9	5.3 RMA Number Issuance	Within 3 business days	After receiving RMA request	Time for Supplier to issue RMA number
10	5.12 RMA Expiration	30 days from RMA approval	If product not returned	RMA becomes invalid if unused

This table is provided for summary purposes only and shall be interpreted in accordance with the full text set out above.