



LIMITED WARRANTY POLICY PREFACE

Fox Robotics, Inc. shares the expectations of its customers regarding the quality and reliability of its products. This Fox Warranty Policy (“Warranty Policy”) helps ensure the original purchaser (“the Customer”) receives a quality product. This Warranty policy describes the procedures and practices for the submission and handling of warranty claims for Automatic Mobile Robots (“AMRs”) sold by Fox.

Information in this Warranty Policy will be updated as policy or procedural changes are made.

Customer acknowledges and agrees that it is responsible for ensuring its compliance with the most current version of this Policy, which is available at <https://foxrobotics.com/resources/>. For questions or concerns, please contact the 24/7 Fox Helpline at (512) 777-2898.

I. LIMITED WARRANTY OVERVIEW & DISCLAIMERS

1.1 **General Scope**

The Warranty Policy applies only to the electrical and robotic functions of AMRs purchased from and shipped through Fox and authorized third-party vendors. This Warranty Policy does not cover products purchased or shipped through unauthorized third-party vendors. This product warranty is valid for the original purchaser of the product only and is non-transferable.

This Warranty Policy does not apply to the mechanical forklift operations of the AMRs, which may be subject to separate warranties provided by the forklift manufacturer(s) (“Base Manufacturer Warranties”). To the extent Base Manufacturer Warranties apply, Fox will work with Customer to process the Manufacturer Warranty claim with the forklift manufacturer(s).

1.2 **Fox Warranty Overview**

(a) Fox represents and warrants that the electrical and robotic functions of its AMRs will be free from defects due to improper workmanship and/or material that may hinder it from its intended use. All AMRs supplied by Fox that fail to meet these warranties are referred to in this Agreement as non-conforming or defective. During the Warranty Period defined in Section 2.1, if the AMR is found to be defective, Fox will, at Fox’s sole option, either repair the AMR at a location authorized by Fox and return the AMR free of labor, parts, and shipping charges (one-way ground shipping) or replace the AMR with an equivalent product. This repair or replacement remedy will be Customer’s exclusive limited remedy in the event of a defective or nonconforming AMR. Defective AMRs replaced by Fox will become the property of Fox. The Customer understands that repairs may include replacement of the AMR, parts or components of the AMR, or a functionally equivalent reconditioned AMR. Fox reserves the right to make any or

all changes to this Warranty Policy it may deem necessary without prior notice to Customer. The Customer must follow the Warranty Claim Procedures (section 3) below when notifying Fox of any covered defect.

(b) Fox will not be required to provide warranty services for the AMR resulting from or attributable to (nor will Fox be liable for any delay, degradation, or failure in the operation of the AMR resulting from or attributable to): (i) failures in any telecommunications services, networks or systems Customer is responsible for operating; (ii) the Customer's or any third party's negligent acts or omissions, including any vandalism, unauthorized downloads, abuse, or neglect; (iii) any force majeure event; or (iv) unauthorized access to the AMR, except to the extent caused by Fox's gross negligence or more culpable acts or omissions. Any repair or replacement part provided will guarantee the product received matches the description of the original product purchased.

1.3 Customer Warranty Overview

The Customer represents and warrants that it will: (i) use the Fox Properties in compliance with all applicable laws and regulations; (ii) ensure that only persons trained on the operation of the AMR and that have received a Certificate of Completion from Fox ("Authorized User") will be permitted to operate it, and that all such persons will operate the AMR safely in accordance with all instruction, use, and other written instructions of Fox ("Documentation") in all material respects; (iii) have the AMR inspected and any required maintenance performed at Customer's sole cost at a minimum of every six months; and (iv) adhere to all responsibilities and guidelines outlined in this Warranty Policy.

1.3 Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE AMR, AND ANY SERVICES PROVIDED BY OR ON BEHALF OF FOX, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. FOX DOES NOT WARRANT THAT: (A) ANY INFORMATION OR DOCUMENTATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE AMR OR OTHER SERVICES PROVIDED BY OR ON BEHALF OF THE COMPANY WILL BE ERROR-FREE, UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE AMR OR OTHER SERVICES PROVIDED BY OR ON BEHALF OF FOX WILL MEET THE CUSTOMER'S BUSINESS REQUIREMENTS OR THAT ANY RESULT OR OUTCOME CAN BE ACHIEVED. TO THE FULLEST EXTENT PERMITTED BY LAW, FOX HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE AMR AND OTHER SERVICES PROVIDED BY OR ON BEHALF OF THE FOX, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES INCLUDING THOSE OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE AND FURTHER DISCLAIMS ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE.

II. APPLICABLE WARRANTY PERIODS

2.1 Duration of the Limited Warranty Period

Fox's standard limited warranty covers the electrical and robotic functioning of the AMR and any hardware Fox installs on the AMR, for normal usage for a period of three (3) years, or fifteen-thousand (15,000) run hours, whichever comes first ("Warranty Period"). Run hours include both manual and autonomous operation. Fox's standard limited warranty begins at the actual date of delivery and is non-transferable. This Warranty Policy applies to only the original product and is voided if determined that the product has been operated outside of normal usage or modified in any way not explicitly authorized by this Warranty Policy. For avoidance of doubt, the Warranty Period of a product or part does not reset in the event of repair or replacement, and the product will only be warranted for the remainder of the original Warranty Period.

Any Base Manufacturer Warranty applicable to the forklift may vary or differ in duration from the Warranty Period.

2.2 Extended Limited Warranty Periods

Fox offers Customer the opportunity to purchase an extended limited warranty for a period of two (2) additional years, or a grand total of twenty-five thousand (25,000) run hours from the actual date of delivery, whichever comes first. Extended warranties may be purchased within 12 months of the original purchase.

III. WARRANTY CLAIM PROCEDURES

3.1 Requesting Service

To make a warranty claim, the Customer must first call the 24/7 Fox Helpline at (512) 777-2898. If the Helpline operator is unable to successfully troubleshoot the issue with Customer, he or she will begin the claims process with Customer. If Customer fails to call the Helpline or pursues repairs on its own, Customer's warranty may be voided.

Fox will resolve the warranty claim by repairing or replacing the parts responsible for the defect or nonconformity, or by reimbursing for performance of such services, within ten (10) days of Fox's determination that such repair or replacement is required.

3.2 Supporting Information

Documentation and information supporting warranty claims must be readily available in the Customer's file for auditing purposes. To facilitate retrieval of these documents, it is recommended that supporting documents be retained in some type of centralized file. This section specifies the information needed to support warranty claims; however, this list of information is not exhaustive, and Fox reserves the right to review additional information that may be necessary to evaluate a warranty claim. Such records must be maintained for four years after the date of service for any warranty claim paid by Fox. During this period, the Customer must provide all records for inspection or audit by Fox and Fox representatives during the Customer's normal business hours. Customer acknowledges and understands that the forklift

manufacturers may have additional requirements attendant to Base Manufacturer Warranties.

Close attention to the details of these documents is imperative, as they will help Fox expedite handling & processing of the warranty claim.

If the Customer fails to appropriately maintain records as set forth by this policy, Fox may, in its sole discretion, deem the claim as “invalid” and Customer must reimburse Fox for the value of its repair work and/or replacement components.

a. Repair Information

Date of the failure as well as product serial number, hour meter reading, and claim story (document outlining full description of issue that solicited the warranty claim) must be provided to the Helpline Operator.

b. Third Party Parts or Service Invoice Documentation

In certain situations, Fox may authorize third parties to perform repair work on the AMR. In these circumstances, Fox will provide Customer a written claims authorization, which Customer must retain along with the authorized third party’s invoice for submission with the claim. The invoice must include the actual cost to the Customer, with reasonable detail & description of work provided.

Note: If a replacement part is used from an unauthorized third party, it will void future warranty claims of that component.

c. Service Reports Documentation

Service reports or work orders for the AMR’s biannual maintenance showing the model, serial number, and hour meter reading is required.

d. Delivery Report Documentation

A copy of the delivery report for the AMR, signed and dated by the Customer on the date the AMR was first delivered. This report is the accepted source document for the effective warranty start date.

e. Other Documentation

Some claims may require additional information for confirmation of claimed expenses. These documents will be requested on a case-by-case basis and may include, but are not limited to:

- Copies of related claims & settlement notices
- Invoices for service charges
- Freight invoices for returning parts to Fox
- Before & After Photos

IV. CLAIM SUBMISSION SPECIFICATIONS

4.1 Part Numbers Causing Failure

Major components have a serial number to help better track & resolve component issues. The Customer must clearly identify the part number causing failure on all claims prior to Fox paying out a warranty claim. If the part causing failure does not match the part returned on the claim, Fox could reject the warranty claim. For repairs requiring replacement of any of the following components, the serial number of said component must be listed on the claim:

Fox Serial Number	Major Component
3000042	Forklift
3000063	1351 Expansion Module
3000090	Framos Camera
3000068	ET200SP CPU
3000120	Industrial PC
3000111	Left Lift Draw Wire
3000099	LIDAR Scanner
3000112	Right Lift Draw Wire
3000284	Rugged Science Industrial PC
3000005	Sideshifter
3000110	Tilt Draw Wire
3000136	Modem
3000114	Tablet

4.2 Claim Photos

The Customer is responsible for supplying high resolution photos upon request. Photos should be in focus and clearly show the specific AMR part/component covered by the Warranty Policy, along with a picture of the failure/defect. Any photos that are out of focus or do not clearly depict the requested material could result in warranty claim denial. Please review all material attached to the claim to ensure proper content and image quality prior to submission of the claim.

4.3 Claim Submission Time Limit

Claims must be received at Fox within thirty (30) days of repair date in order to receive reimbursement.

V. PRODUCT OVERVIEW & FUNCTIONAL SPECIFICATIONS

5.1 Physical specifications of delivered Product:

- Machine-learning vision-based autonomous forklift
- ANSI B56.1 and B56.5 compliant
- 3,000 lb lift capacity
- Gross weight approximately seven-thousand, six-hundred and fifty (7,650) lbs
- Added LIDAR sensor suite in addition to Realsense 3D camera
- Onboard PC for path planning and ML models
- PLC layer interfaces via CAN with factory Curtis motor drivers and sensors

5.2 Functional Specifications Overview

Fox warrants only that each AMR is suitable for the purpose of autonomously unloading pallets from trailers in environments defined by Section 6 of this Warranty Policy. The AMR is built in compliance with ANSI standard B56.5 for driverless industrial vehicles. The AMR is designed to work at a maximum operating speed of 5.3 miles per hour (2.35 meters per second).

Currently, the only supported behavior is the unloading of palletized goods. The AMR is designed to support palletized loads at a maximum weight of 3,000 lbs. Use that does not conform with these standards voids this Warranty Policy.

5.2.1 Trailer Sizes and Types Supported

The AMR is designed and optimized to unload a standard 102-inch-wide dry van semi-trailer, reefer trailers, and intermodal (rail) containers in lengths between 48 and 53 feet. A minimum clearance of 4 inches is required between the top of the palletized load and trailer door.

5.2.2. Supported Pallet Types

The AMR is designed to unload 40" x 48" block pallets (including both CHEP and PECO brands), IGPS pallets, and stringer/whitewood pallets in a variety of configurations.

The AMR may support custom pallets, provided that the specifications of custom pallets are compatible with the technical capabilities of the AMR. Fox may add support for a custom pallet within 10-14 weeks, provided that the Customer sends samples of the custom pallet to the Fox warehouse for testing. In such a case, the Customer will be responsible for all costs incurred as a result, including shipping and fees incurred or issued by Fox.

The Customer's attempt to support untested custom pallets could result in damage to the AMR not covered by this Warranty Policy.

5.2.3 Supported Trailer Load Configurations

The AMR is designed to support a variety of homogenous and heterogenous loads of block and stringer pallets, straight or turned, via two different fork configurations: a narrow setting (fork spacing 41cm or 16.14 inches) and a mid-spaced setting (fork spacing 56.24cm or 22.14 inches).

Fork spacing must be adjusted by an Authorized User prior to commanding the AMR to unload a trailer and stay in the same position for the entire duration of the run. Further reference and instruction on [Supported Trailer Load Configurations](#) may be found in Documentation provided by Fox and may be updated by Fox as needed.

Failure to conform to these specifications could result in damage to the AMR not covered by this Warranty Policy.

5.3 When Human Assistance Is Required

Though the AMR is designed to operate autonomously, some circumstances, or edge cases, may require an Authorized User's assistance. Each trailer should be inspected by an Authorized User for such edge cases prior to commanding the AMR to unload a trailer. Common scenarios include but are not limited to:

- **Trailer Dunnage**, or any material that helps protect cargo during shipment.
- **Tail Pallets**, or pallets located at the end of the load, due to variability in tilt on different loading ramps.
- **Load Bars**, or bars placed between the trailer's sidewalls or vertically between the trailer's floor and ceiling to secure cargo.
- **Unstable or Dumped Loads** or loads that have shifted off the pallet or prone to shifting off the pallet.
- **Pyramid Pallet Configurations**, or pallets stacked in in a pyramid configuration defined by each tier narrower than the one below.

An Authorized User's failure to clear edge cases from the trailer prior to commanding the AMR to unload a trailer may potentially result in a disablement not covered by this Warranty Policy.

At the time of initial delivery, or shortly thereafter, Fox will deliver to the Customer at least one (1) copy of all generally available Documentation for the AMR, further detailing the specifications above. Throughout the Warranty Term, Fox will provide notice of any revisions, improvements, enhancements, modifications, and updates to the Documentation.

VI. ACCEPTABLE OPERATING ENVIRONMENTS

6.1 Customer's Warranty of Acceptable Operating Environments

The Customer will ensure operation of Fox AMRs in compliance with the Acceptable Operating

Environments requirements defined in Section 6.2. These requirements serve as a guideline to ensure suitable environmental conditions within the operating space for the AMR to perform its intended uses effectively and without environmental hazards that could lead to failures falling outside of this Warranty Policy. Environments must be inspected and approved by Fox or other Fox-authorized technicians and maintained to approved standards to avoid voiding the warranty. Any changes to the operating environment made after the approval must be communicated to Fox in writing and receive Fox's express approval prior to continuing operations.

6.2 Acceptable Operating Environment Definition:

- **A clearly identified and demarcated area in which each AMR will individually operate.** Site specifications are approved on a case-by-case basis by Fox during a site qualification process. Any confined spaces in the operating area should be identified, such as the interior of trucks. Confined spaces that the AMR must enter should be restricted from access by personnel. Confined spaces that the AMR need not enter should be made inaccessible to the AMR. Each dock door intended for autonomous use should be identified and communicated to integration personnel for configuration. Each door should have one or more regions on the receiving floor where pallets will be placed. Care should be taken when choosing these regions to avoid high traffic areas, blind corners, fire exits, and other obstacles that could interfere with the AMR's intended operation.
- **A flat, ground level.** Slopes more than 15% grade must not be accessible to the AMR due to limits of LIDAR scanning.
- **Free of negative obstacles, such as holes, pits, and dropoffs.** Such obstacles must not be accessible to AMR as the AMR cannot detect them. Failure to provide an area free of negative obstacles could result in breakage or a disablement not covered by this Warranty Policy.
- **Free of overhanging obstacles, such as a span of racking between two support pillars.** Such obstacles must not be accessible to AMR as the AMR cannot detect them. Failure to provide an area free of overhanging obstacles could result in a disablement not covered by this Warranty Policy.
- **Free of debris and spills.** The AMR can resist incidental spills up to 0.5 meters, or roughly 19.5 inches, in the direction of travel. In the event of a spill larger than this specification, operation must be suspended, and the operating area should be cleaned to make the spill inaccessible to the AMR.
- **Free of excessive dust.** Dust and dirt particles can degrade autonomy performance and reduce reliability by impairing the AMR throughput system, including sensors related to the LIDAR sensors and cameras, and other AMR electronics. Impairment of such systems may lead to reduced navigational accuracy, which is not considered a defect under this Warranty Policy, and/or a possible disablement not covered by this Warranty Policy.
- **Free of elevated fire or explosion risk.** The AMR must not operate within atmospheres

classified as having an elevated risk of fire or explosion, per NFPA 70, National Electrical Code (NEC), which is the benchmark for safe electrical design, installation, and inspection to protect people and property from electrical hazards.

- **A tightly weather-guarded indoor environment, free of direct and excessive sunlight and inclement weather.** The AMR is not designed for outdoor use. Leakage of sunlight around weather guards or open, empty dock doors may degrade autonomy performance and reduce reliability by impairing the AMR throughput (including sensors related to the LIDAR and cameras). This may lead to slowed operation, reduced navigational accuracy, and possibly a disablement not covered by this Warranty Policy. The AMR can resist incidental misting of water around a weather guard in the event of rain but is not designed to withstand significant exposure to moisture. Significant leaks must be repaired to avoid moisture exposure and a potential disablement not covered by this Warranty Policy.
- **An environment with a controlled temperature range of -10°C to +40°C, up to 90% relative humidity (non-condensing).** The AMR is designed to operate within these conditions, including driving into frozen trucks, so long as the internal temperature of the truck fits the previously stated criteria. Extended operations beyond these criteria are not supported and could lead to a disablement that is not covered by this Warranty Policy. Further, the AMR is not designed to move between environments with a large temperature difference, as this temperature variability will lead to the fogging of sensors, thus impairing the navigational accuracy and is not considered a defect covered under this Warranty Policy.

6.2 Ramp, Dock Area, and Placement Zone Requirements:

All loading docks for AMR operations must be outfitted with dock levelers at least 70 inches wide. Wider levelers are preferred and will result in fewer pallets that must be unloaded manually. Highly uneven dock levelers may cause degraded performance.

Docks must be outfitted with dock tags for the AMR to function, positioned equidistant from the sides of the dock leveler as well as from the front of the leveler. The dock door must have a small space to place approximately 4 x 5 inches code, as well as a reflective tape from the floor up to 12 inches high on both sides of the door.

Unloading is only supported from the trailer to a floor area adjacent to the dock door, known as the placement zone. Fox recommends the placement zone provides an unobstructed navigable area of at least 2 feet on each side and at least 15 feet from each approach direction.

6.3 Other Acceptable Operating Environment Variables & Considerations:

- The AMR cannot unload a trailer that is unsecured, nor can it detect whether a trailer is properly chocked or locked to its dock. Ensuring trailers are securely fastened to the dock falls under the Authorized User's responsibility. Failure to secure trailers can result in incidental damage not covered by this Warranty Policy.
- The AMR is designed to work independent of other AMR units and thus should not be employed in proximity to other AMR units. As each AMR is designed to operate slowly

within confined spaces or within 0.5 meters, or roughly 19.5 inches of any object, operating multiple units within proximity will reduce efficiency of the overall operation as AMRs adjust their autonomous functions to suit this standard.

- The AMR is equipped with headlights sufficient for its autonomous operation within a truck. Consideration should be given to the lighting in the operating area to ensure AMR visibility to personnel.

6.4 Guidelines for Personnel in the Operating Environment

Fox will provide the Customer with one (1) live week-long training session on the operation of the AMR. This training is part of the installation process. Additional details will be provided to each site prior to the installation event. Following such training, the Customer is responsible for training all employees on the operation and use of the AMR. Fox may, but is not obligated to, provide further training to the Customer on request at Fox's then-current standard rates.

This Warranty Policy holds the Customer responsible for the training of its personnel operating in the operating area of the AMR (herein "Personnel") on the following in order to ensure avoidance of incidental damage to the AMR as well as personal property damage and/or personnel injury – both of which would void all product warranties, and Fox will have no liability for such events.

This Warranty Policy requires that all Personnel be trained:

- Not to approach the AMR while it is in autonomous mode.
- Not to stand beneath a load supported only by hydraulics.
- On how to stop the AMR, both for routine stoppages and in an emergency.
- On how to recognize that the AMR has been placed in a safe condition to approach.
- On the lights and sounds that the AMR will emit during normal operation.
- On how to recognize that the AMR is in autonomous mode.
- On how to properly operate the AMR, including daily checks and maintenance.
- To never enter a truck while it is being unloaded by the AMR.
- To yield right of way to the AMR while it is in motion.
- To never ride the AMR while in autonomous mode.

VII. CUSTOMER RESPONSIBILITIES

7.1 Statement of Customer Expectations & Obligations

As part of this Warranty Policy, the Customer will be expected to:

- Perform routine maintenance services to the AMR at the proper inspection intervals:

daily, weekly, and monthly, as required by and outlined in the [Ops Periodic Preventative Maintenance Schedule](#). Included in the annual support and maintenance fee is a preventative maintenance visit by a Fox Robotics technician every 6 months. All maintenance should be documented and signed to verify completion of all required procedures and inspections.

- Replace Consumable Parts and Spare Parts as needed, both defined in section 8 of this Warranty Policy.
- Ensure operation of AMRs in compliance with the [Acceptable Operating Environments](#) requirements outlined in section 6 of this Warranty Policy.
- Ensure that only personnel trained on the operation of the AMR will be permitted to operate the AMR.
- Ensure transportation of AMRs in compliance with Fox's [Transportation Procedures](#).
- Ensure that no more than 25% of the AMR's total run hours during the Warranty Period are in Manual Mode (see section 8.1.4), and if the Customer does deviate from this expectation, the Customer acknowledges that the AMR may be at-risk of incidental damage, and the Customer will be responsible for additional service fees incurred for warranty claims.
- Keep proper receipts and supporting documentation outlined in section 3 of this Warranty Policy and furnish them to Fox upon request.
- (In the event of a disablement) Use all reasonable means to protect the AMR from further damage and notify Fox as soon as possible.
- Obtain authorization from Fox prior to beginning any repairs covered by this Warranty Policy.

Any damage determined to result from failing to conform with these Customer Responsibilities voids this Warranty Policy.

VIII. WARRANTY EXCLUSIONS

8.1 Warranty Exclusions

Fox will have no liability or obligation hereunder with respect to any claim to the extent attributable to: (i) any use of the AMR not strictly in accordance with this Warranty Policy, or in an application or environment or on a platform or with devices for which it was not designed or contemplated; (ii) any use of the AMR with any third party intellectual property not provided or otherwise authorized by Fox; or (iii) alterations, combinations or enhancements of the AMR not created or authorized by Fox expressly for the use of the Customer.

Further, this Warranty Policy does not cover, and no service will be provided or reimbursed for the following:

8.1.1 Consumable Parts

This Warranty Policy does not include the delivery, return, replacement, or installation of third-party Consumable Parts, which are designed to diminish with use over time and the replacement of which falls under the Customer’s responsibility. If the Customer asserts that a Consumable Part has failed due to a defect in materials or workmanship, Fox agrees to pass through to the Customer any warranties provided by Fox’s third-party vendors to provide the Services to the extent permitted by the terms and conditions of such warranties.

I. As with all batteries, the maximum capacity of the battery will decrease with time and use, and it is the Customer’s responsibility to maintain and replace the battery as needed. The Customer must maintain the battery according to documentation provided by Fox upon delivery of the AMR. Only defective batteries are covered by this Warranty Policy, up to 6 months within the start of the Warranty Period.

II. As with all tires, tires are not lifetime devices and are subject to wear with use. The Customer must maintain the tires according to Documentation provided by Fox upon delivery of AMR. The Customer is responsible to maintain and replace tires at intervals of 4,000 operating hours or 1 year, whichever comes first. Only defective tires are covered by this Warranty Policy, up to 6 months from the start of the Warranty Period.

8.1.2 Spare Parts

This Warranty Policy does not include the delivery, return, replacement, or installation of spare parts (“Spare Parts”), which fall under the Customer’s responsibility. This Warranty Policy requires the Customer to replace as needed (determined by inspection during the required maintenance set forth in this Warranty Policy) the Spare Parts listed in the table below. The Customer may notify Fox at any time when they wish to purchase the Spare Parts listed below, and therein request pricing for Spare Parts. Fox will use commercially reasonable efforts to complete such requests in a timely manner.

Fox PN	Description
3000111	Left Lift Draw Wire
3000180	LIDAR Lens Replacement
1000265	Left Lift Draw Wire Bracket
1000037	Lift Draw Wire Bracket
3000091	AC Power Plug
3000112	Right Lift Draw Wire
3000119	24V Relay
3000154	Cell Antenna Cable
3000332	Sideshifter Actuator
1000114	Fork Pad

3000077	Tablet Cradle
3000108	UPS Switching Unit
3000109	UPS Battery
3000057	2A Fuse
3000058	5A 58V Fuse
3000059	10A 58V Fuse
3000001	Backpack Hinge Set
3000079	Blue Home Button
3000078	Green Reset Button
Encoder Components	
3000098	Magnetic Tape Ring
3000100	Secondary Wheel Encoder
1000046	Wheel Encoder Mount Plate
1000047	Puck Spacer

8.1.3 LIDAR

This Warranty Policy does not include the costs of delivery, return, replacement, or installation of the LIDAR system included in the AMR unless the LIDAR is found to be defective or damaged from autonomous operation under supported conditions. The AMR’s LIDAR system is a key component of the AMR’s autonomous operations. This Warranty Policy holds the Customer responsible for proper care and handling of the LIDAR system, as provided in the instructions and Documentation provided by Fox. In the event the Customer suspects the LIDAR has become misaligned or another sensor is not working as intended, the Customer is required to contact Fox and request a Fox-authorized technician to service the LIDAR. The Customer must not attempt to service the LIDAR themselves, unless authorized by a Fox technician. Any attempt to service the LIDAR without first contacting Fox will void the warranty.

8.1.4 Time in Manual Mode

This Warranty Policy only covers the AMR up to 15,000 run hours. Of these hours, Fox recommends a maximum of 3,750 run hours, or 25% of total run hours, to be in “Manual Mode.” As the AMR is designed to primarily work in Autonomous Mode, Fox only permits the use of Manual Mode by appropriately trained operators for specific circumstances, such as driving to and from the designated charging station, between dock doors, and picking pallets that the AMR fails to move autonomously. Manual Mode is far more strenuous on the AMR and carries a higher risk of damage not covered by this Warranty Policy. The Customer should closely monitor time spent in Manual Mode and contact Fox’s support line in the event of any questions

regarding its usage. Fox will cover warranty claims below this 25% threshold. Beyond this 25% threshold, Fox reserves the right to charge the Customer up to 25% of total warranty claim costs or reject the warranty claim altogether.

8.1.5 RaaS-leased AMRs

This Warranty Policy only covers AMRs sold directly to the Customer by Fox or Fox-authorized dealers. AMRs leased through the Robotics-as-a-Service model are subject to separate coverage provided as part of the individual lease agreement and should be referred to accordingly.

8.1.6 Labor and Other Service Requests

This Warranty Policy does not include labor, or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping or handling, or replacement of the AMR. For items that are designed to be maintained or replaced by the Customer, the original owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the equipment in connection with owner-required maintenance.

This Warranty Policy ALSO EXCLUDES: (i) service requests where no defect is found; (ii) equipment or AMR installation or set-ups; or (iii) adjustments of controls.

IX. LIMITATION OF LIABILITY

FOX WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF FOX HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

EXCEPT FOR DEATH OR BODILY INJURY RESULTING EXCLUSIVELY FROM FOX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF, OR RELATING TO, THE AMR OR THIS WARRANTY POLICY, IS THE REPLACEMENT OR REPAIR OF THE SUBJECT AMR.

X. GOVERNING LAW / DISPUTE RESOLUTION

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to this Warranty Policy and/or the AMR will be instituted in the state or federal courts of Travis County, Texas. Each party irrevocably submits to the exclusive jurisdiction of these courts in any suit, action, or proceeding.

For any dispute with Fox, the Customer agrees to first contact Fox by phone 512-777-2898 or by U.S. Mail at:

Fox Robotics Inc
4101 Smith School Rd Bldg. 2, Ste. 100
Austin, TX 78744
Attn: Technical Service & Support Parts Department

Customer's notice must include Customer's name, address, and contact information and describe the nature of the dispute. Fox will then have 60 days to resolve Customer's dispute. In the unlikely event that Fox has not been able to resolve a dispute with the Customer within 60 days of the Customer's original claim (or sooner if, in Fox's opinion, a dispute is not likely to be resolved within 60 days), Fox will have the sole and exclusive right to determine whether any dispute, controversy, or claim arising out of or relating to the AMR or the Warranty Policy will be mediated, arbitrated, or submitted to a court of law. The venue for any mediation or arbitration will be in Travis County, Texas. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction

IF THE MATTER IS SUBMITTED TO A COURT, SELLER AND BUYER WAIVE THEIR RIGHT TO TRIAL BY JURY AND COVENANT THAT NEITHER OF THEM WILL REQUEST TRIAL BY JURY IN ANY LITIGATION.