

**EXTENDED WARRANTY AGREEMENT - WAYFAIR LOGISTICS**

**EXTENDED WARRANTY AGREEMENT**

THIS EXTENDED WARRANTY AGREEMENT (the "Agreement") is made this 15th day of February 2024 (the "Effective Date"), by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("NaviFloor")

AND

Wayfair Logistics, LLC, a Delaware limited liability company with its principal place of business at 4 Copley Place, Boston, Massachusetts 02116 ("Wayfair")

## **RECITALS**

WHEREAS, NaviFloor manufactures and sells autonomous mobile robots ("AMRs") and related fleet management systems for industrial applications;

WHEREAS, Customer has purchased certain AMR units and related systems from NaviFloor pursuant to that certain Master Purchase Agreement dated January 1, 2024 (the "Purchase Agreement"); and

WHEREAS, Customer desires to obtain extended warranty coverage for such equipment, and NaviFloor desires to provide such coverage, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **1. DEFINITIONS**

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1 "Covered Equipment" means the AMR units and related systems identified

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2 "Standard Warranty Period" means the initial twelve (12) month warranty p

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3 "Extended Warranty Period" means the additional twenty-four (24) month

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4 "Warranty Services" means the repair, replacement, and maintenance servi

## **2. TERM AND COVERAGE**

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1 Term. This Agreement shall commence upon the expiration of the Standard

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2 Coverage Scope. This Agreement covers all Covered Equipment operating

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3 Geographic Limitations. Warranty Services shall be provided only within t

### **3. WARRANTY SERVICES**

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1 Scope of Services. During the Extended Warranty Period, NaviFloor shall

(a) Repair or replacement of defective hardware components

(b) Software updates and bug fixes

(c) Remote diagnostic support

(d) On-site technical support as needed

(e) Preventive maintenance per manufacturer specifications

(f) 24/7 emergency support hotline

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2 Response Times. NaviFloor shall respond to service requests within the following

(a) Critical Issues: 4 hours

(b) Major Issues: 8 business hours

(c) Minor Issues: 24 business hours

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3 Replacement Parts. All replacement parts shall be new or refurbished to like

## **4. EXCLUSIONS**

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1 This Agreement does not cover:

- (a) Damage resulting from accidents, abuse, or misuse
- (b) Unauthorized modifications or repairs
- (c) Environmental damage (water, power surges, etc.)
- (d) Consumable items (batteries, wheels, etc.)
- (e) Cosmetic defects not affecting functionality
- (f) Third-party software or hardware
- (g) Damage during transportation not caused by NaviFloor

## **5. CUSTOMER OBLIGATIONS**

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1 The Customer shall:

- (a) Operate equipment according to specifications
- (b) Maintain environmental conditions per requirements
- (c) Provide access to facilities as needed
- (d) Report issues promptly and accurately
- (e) Maintain network connectivity for remote diagnostics
- (f) Keep maintenance logs as specified
- (g) Use only NaviFloor-approved parts and supplies

## **6. FEES AND PAYMENT**

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1 Warranty Fees. Customer shall pay the warranty fees specified in Exhibit C

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2 Payment Terms. Fees are payable annually in advance, net 30 days from invoice date.

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3 Late Payments. Overdue amounts shall bear interest at 1.5% per month.

## **7. TERMINATION**

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1 For Cause. Either party may terminate this Agreement for material breach of the other party.

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2 Effect of Termination. Upon termination, NaviFloor shall complete any repair work.

## **8. LIMITATION OF LIABILITY**



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1 EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, N

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2 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, OR

## 9. GENERAL PROVISIONS

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1 Assignment. Neither party may assign this Agreement without prior written

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2 Force Majeure. Neither party shall be liable for delays due to causes beyond

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3 Governing Law. This Agreement shall be governed by Delaware law.

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4 Entire Agreement. This Agreement constitutes the entire understanding between the parties.

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5 Amendments. Modifications require written agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the place set forth below.  
Date.

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: Richard Torres

Title: Chief Operating Officer

**Date:**

WAYE~~AR~~ LOGISTICS, LLC

**By:**

**Name:**

**Title:**

**Date:**

[Exhibits A, B, and C to be attached]

