

EXTENDED WARRANTY AGREEMENT

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THIS EXTENDED WARRANTY AGREEMENT (the "Agreement") is made this 1st day of February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02118 ("Manufacturer")

and

SUB-ZERO LOGISTICS, LLC, a Nevada limited liability company with its principal place of business at 1000 Main Street, Suite 100, Reno, Nevada 89501 ("Customer")

place of business at 4500 Coldstream Drive, Reno, Nevada 89502 ("Coldstream")

RECITALS

WHEREAS, Manufacturer develops and sells autonomous mobile robots designed for cold storage environments, including its BlueCore(TM) technology platform (the "Products");

WHEREAS, Customer has purchased twenty (20) Model PDR-3000 autonomous mobile robots pursuant to that certain Purchase Agreement dated January 15, 2015 (the "Purchase Agreement"); and

WHEREAS, Customer desires to obtain, and Manufacturer desires to provide, extended warranty coverage for the Products beyond the standard warranty;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

parties agree as follows:

1. DEFINITIONS

1 "Extended Warranty Period" means the period commencing upon the

2 "Products" means the twenty (20) Model PDR-3000 autonomous mo

3 "Standard Warranty Period" means the twelve (12) month warranty

2. EXTENDED WARRANTY COVERAGE

1 ****Scope of Coverage.**** During the Extended Warranty Period, Man

(a) Be free from defects in materials and workmanship;

(b) Operate in accordance with Manufacturer's published specification

in environments between -40 F and 32 F;

(c) Maintain BlueCore(TM) navigation accuracy within 2cm in frost conditions and

(d) Retain battery performance above 85% of original capacity.

2 **Exclusions.** This extended warranty does not cover:

(a) Damage resulting from accidents, abuse, or misuse;

(b) Operation outside specified temperature ranges;

(c) Unauthorized modifications or repairs;

(d) Normal wear and tear of consumable components;

(e) Software updates or upgrades not related to warranty repairs.

3. WARRANTY SERVICES

1 ****Response Times.**** Manufacturer shall provide the following response times:

- (a) Remote diagnostic support within four (4) hours of notification
- (b) On-site technical support within twenty-four (24) hours if required
- (c) Replacement parts shipped within forty-eight (48) hours

2 ****Repair Process.**** Upon receipt of a warranty claim, Manufacturer shall:

- (a) Conduct initial remote diagnostics
- (b) Deploy field service technicians if necessary
- (c) Repair or replace defective components
- (d) Perform full system testing post-repair
- (e) Provide documentation of all warranty services performed

4. CUSTOMER OBLIGATIONS

1 Customer shall:

- (a) Maintain operating environment within specified parameters
- (b) Perform recommended maintenance procedures
- (c) Keep detailed maintenance and incident logs
- (d) Allow Manufacturer remote access for diagnostics
- (e) Provide prompt notice of any Product issues

5. FINANCIAL TERMS

1 ****Extended Warranty Fee.**** Customer shall pay an extended warra

2 ****Payment Terms.**** The extended warranty fee shall be paid in thre

(a) The Effective Date

(b) First anniversary of the Effective Date

(c) Second anniversary of the Effective Date

6. LIMITATION OF LIABILITY

1 Manufacturer's maximum liability under this Agreement shall not ex

2 IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY IN

7. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue

2 Either party may terminate this Agreement upon material breach by

8. GENERAL PROVISIONS

1 ****Assignment.**** Neither party may assign this Agreement without the

2 ****Governing Law.**** This Agreement shall be governed by the laws of

3 ****Entire Agreement.**** This Agreement constitutes the entire understanding

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

SUB-ZERO LOGISTICS, LLC

By:

Name:

Title:

Date:

