

WARRANTY TERMS AND CONDITIONS

POLAR DYNAMICS ROBOTICS, INC.

Effective Date: January 1, 2024

1. DEFINITIONS

1. "Company" means Polar Dynamics Robotics, Inc., a Delaware corporation.
2. "Products" means the autonomous mobile robots ("AMRs") and related components manufactured by the Company, including but not limited to the ColdStream series robots, IceNav(TM) navigation systems, and proprietary cold-resistant actuators.
3. "Customer" means any entity that purchases Products directly from the Company for its own use.
4. "Warranty Period" means twenty-four (24) months from the date of delivery for hardware components and thirty-six (36) months for software systems.

2. LIMITED WARRANTY

1. ****Hardware Warranty****. The Company warrants that the Products will be free from defects in materials and workmanship under normal use and maintenance when operated within specified temperature ranges (-40 C to +10 C) for the Warranty Period.
2. ****Software Warranty****. The Company warrants that the IceNav(TM) navigation system and related software will perform substantially in accordance with the published specifications for the Warranty Period.
3. ****Performance Warranty****. The Company warrants that the Products will maintain operational capability in cold storage environments, achieving minimum 95% uptime when operated according to specifications.

3. EXCLUSIONS AND LIMITATIONS

1. This warranty does not cover:
 - a) Damage resulting from unauthorized modifications
 - b) Defects caused by improper installation or maintenance
 - c) Operation outside specified temperature ranges

- d) Damage from accidents or misuse
- e) Normal wear and tear
- f) Consumable components
- g) Third-party software or hardware not supplied by Company

2. The warranty becomes void if:

- a) Required maintenance is not performed
- b) Non-approved parts are installed
- c) Serial numbers or warranty seals are removed
- d) Repairs are performed by unauthorized personnel

4. REMEDY

1. ****Sole Remedy****. Customer's exclusive remedy under this warranty shall be, at Company's option:

- a) Repair of defective Products
- b) Replacement with equivalent Products
- c) Refund of the purchase price (depreciated)

2. ****Response Time****. Company will respond to warranty claims within:

- a) 24 hours for critical failures
- b) 72 hours for non-critical issues

3. ****Shipping****. Customer shall bear shipping costs to Company's designated facility. Company shall pay return shipping costs for warranted repairs.

5. DISCLAIMER

1. EXCEPT AS EXPRESSLY SET FORTH ABOVE, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

2. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCTS.

6. LIMITATION OF LIABILITY

1. Company's total liability under this warranty shall not exceed the original purchase price of the Product.
2. The limitations in this section shall apply regardless of whether the claim is based on warranty, contract, tort, or any other legal theory.

7. CLAIM PROCEDURES

1. ****Notification****. Customer must notify Company in writing within seven (7) days of discovering any defect.
2. ****Required Information****. Warranty claims must include:
 - a) Product serial number
 - b) Detailed description of the defect
 - c) Operating conditions at time of failure
 - d) Temperature log data
 - e) Maintenance records
3. ****Technical Support****. Customer shall cooperate with Company's technical support team in diagnosing issues before returning any Product.

8. GOVERNING LAW

1. These warranty terms shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles.

9. MODIFICATION

1. These warranty terms may be modified only in writing signed by an authorized officer of the Company.

By accepting delivery of the Products, Customer agrees to these Warranty Terms and Conditions.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Katherine Wells

Title: Chief Financial Officer

Date: