

# **WARRANTY TERMS - COLDCHAIN ROBOTICS DEPLOYMENT**

**Effective Date: January 1, 2024**

## **1. DEFINITIONS**

1. "Company" means Polar Dynamics Robotics, Inc., a Delaware corporation.
2. "Products" means the Company's autonomous mobile robots, including the IceNav(TM) navigation system and associated hardware and software components.
3. "Customer" means the entity purchasing and deploying the Products.
4. "Warranty Period" means twenty-four (24) months from the date of initial deployment.
5. "Operating Environment" means temperature-controlled facilities maintaining temperatures between -40 F and 35 F (-40 C to 2 C).

## **2. LIMITED WARRANTY**

1. The Company warrants that during the Warranty Period, under normal use and maintenance in the Operating Environment:
  - a) The Products will be free from defects in materials and workmanship;
  - b) The IceNav(TM) navigation system will maintain positioning accuracy within 2cm;
  - c) The thermal management systems will maintain operational stability within specified temperature ranges;
  - d) The Products will perform substantially in accordance with the Company's published specifications.
2. This warranty extends only to the original Customer and is non-transferable.

## **3. EXCLUSIONS**

1. This warranty does not cover:
  - a) Damage resulting from operation outside the Operating Environment;
  - b) Modifications or repairs not authorized by the Company;
  - c) Damage from accidents, abuse, or negligence;

- d) Normal wear and tear;
- e) Consumable components with specified replacement intervals;
- f) Network connectivity issues not attributable to the Products;
- g) Integration with third-party systems not certified by the Company.

#### **4. REMEDY**

1. The Company's sole obligation under this warranty shall be, at its option:

- a) Repair or replacement of defective components;
- b) Software updates or patches to resolve documented issues;
- c) On-site technical support for critical failures;
- d) Remote diagnostic and troubleshooting assistance.

2. Replacement parts may be new or refurbished at the Company's discretion.

#### **5. WARRANTY CLAIM PROCEDURE**

1. Customer shall notify the Company within 48 hours of discovering any defect.

2. Claims must include:

- a) Product serial number and deployment location;
- b) Detailed description of the defect;
- c) Operating environment data logs;
- d) Maintenance records.

3. The Company will respond to warranty claims within:

- a) 4 hours for critical failures affecting operations;
- b) 24 hours for non-critical issues.

#### **6. MAINTENANCE REQUIREMENTS**

1. To maintain warranty coverage, Customer must:

- a) Follow prescribed maintenance schedules;
- b) Use only Company-approved parts and consumables;

- c) Maintain environmental conditions within specifications;
- d) Allow remote monitoring and diagnostics;
- e) Maintain detailed operational logs.

## **7. LIMITATIONS AND DISCLAIMERS**

1. THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

2. THE COMPANY SPECIFICALLY DISCLAIMS:

- a) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS;
- b) WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE;
- c) ANY OBLIGATION TO MAINTAIN COMPATIBILITY WITH FUTURE SYSTEMS.

3. LIMITATION OF LIABILITY:

The Company's maximum liability under this warranty shall not exceed the original purchase price of the affected Products. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES.

## **8. GOVERNING LAW**

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

## **9. MODIFICATION**

1. These warranty terms may only be modified in writing signed by authorized representatives of both parties.

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**POLAR DYNAMICS ROBOTICS, INC.**

**By:**

Name: Katherine Wells

Title: Chief Financial Officer

**Date:**

## **CUSTOMER ACKNOWLEDGMENT**

**By:**

**Name:**

**Title:**

**Date:**