

EQUIPMENT WARRANTY - POLARFREEZE SYSTEMS

Effective Date: January 15, 2024

1. PARTIES AND SCOPE

This Equipment Warranty (the "Warranty") is provided by Polar Dynamics Robotics, Inc., a Delaware corporation with its principal place of business at 4200 Arctic Way, Cambridge, MA 02142 ("PDR" or "Company") to customers ("Customer") purchasing PolarFreeze autonomous mobile robot systems ("Equipment").

2. DEFINITIONS

1. "PolarFreeze Systems" means the Company's autonomous mobile robots incorporating IceNav(TM) navigation technology, including model series PF-1000, PF-2000, and PF-3000, together with associated control systems and peripherals.
2. "Warranty Period" means twenty-four (24) months from the date of installation or twenty-seven (27) months from the date of shipment, whichever occurs first.
3. "Operating Environment" means temperature-controlled facilities maintaining ambient temperatures between -40 F and 35 F (-40 C to 2 C).

3. WARRANTY COVERAGE

1. PDR warrants that during the Warranty Period, the Equipment will:
 - a) Be free from defects in materials and workmanship
 - b) Operate in accordance with PDR's published specifications when used in the Operating Environment
 - c) Maintain thermal operational integrity in accordance with PDR's Cold Environment Performance Standards v4.2
 - d) Execute IceNav(TM) navigation protocols within specified accuracy parameters
2. This Warranty specifically covers:
 - a) Proprietary cold-resistant actuators
 - b) Thermal management systems
 - c) Navigation sensors and processors

- d) Power systems and batteries rated for cold environment operation
- e) Structural components and chassis
- f) Control software and firmware

4. EXCLUSIONS AND LIMITATIONS

1. This Warranty does not cover:

- a) Damage resulting from operation outside the Operating Environment
- b) Unauthorized modifications or repairs
- c) Normal wear and tear
- d) Consumable components
- e) Damage caused by accidents, misuse, or negligence
- f) Network connectivity issues not attributable to Equipment

2. The Warranty becomes void if:

- a) Equipment seals are broken
- b) Non-PDR approved parts are installed
- c) Equipment is operated outside specified parameters
- d) Maintenance requirements are not followed

5. REMEDY

1. PDR's sole obligation under this Warranty is to:

- a) Repair or replace defective Equipment components
- b) Provide software updates to resolve documented issues
- c) Supply technical support for warranty-related matters

2. On-site service will be provided for critical failures within:

- a) 24 hours in continental United States
- b) 48 hours in Canada and Mexico
- c) 72 hours in other supported territories

6. CLAIM PROCEDURE

1. To make a warranty claim, Customer must:

- a) Notify PDR within 72 hours of discovering a defect
- b) Provide Equipment serial number and installation date
- c) Submit diagnostic data through PDR's warranty portal
- d) Allow PDR remote access for preliminary diagnosis
- e) Facilitate access for on-site service if required

7. LIMITATIONS OF LIABILITY

1. PDR's maximum liability under this Warranty shall not exceed the original purchase price of the Equipment.

2. PDR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST PRODUCTION, OR BUSINESS INTERRUPTION.

8. GOVERNING LAW

This Warranty shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles.

9. ENTIRE AGREEMENT

This Warranty constitutes the entire agreement between PDR and Customer regarding warranty coverage and supersedes all prior warranties, representations, and agreements.

IN WITNESS WHEREOF, PDR has caused this Warranty to be executed by its duly authorized representative.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Katherine Wells

Title: Chief Financial Officer

Date: January 15, 2024