

## Terms and Conditions for LDARtools Hardware Warranties

LDARtools, Inc. (“LTI”) warrants that the Hardware shall be free from defects in materials and workmanship, under normal intended use during the standard and/or the extended warranty period. Standard warranty is one year from original delivery date (unless otherwise specified). In addition, LTI Hardware can be warranted for a period up to 5 years (including the standard warranty period). The standard warranty applies only to the Hardware manufactured by LTI (phx21, phx42, SpanBox, c2, phx42 battery, pumps, etc.) Accessory items and replaceable Level 1 parts—e.g. chargers, carry cases, fill adapter, probes, etc.—all have a 90-day warranty from the original ship date **EXCEPT** for phx42 batteries and pumps.

### Special Requirements for phx21 pumps

This warranty shall **only** apply if:

- (i) the sticker on the pump and the chart on pump procedure have been filled out,
- (ii) a photo of the completed chart is emailed to [pump@ldartools.com](mailto:pump@ldartools.com),
- (iii) warranted for 90 days following a valid email to [pump@ldartools.com](mailto:pump@ldartools.com),
- (iv) the replacement or a spare replacement pump is shipped on the auto generated order,

Special Requirements for phx42 customer installed parts.

This warranty shall **only** apply if:

- (i) the person servicing holds a valid repair certification,
- (ii) the required info is entered in the customer portal the day the part is installed,
- (iii) the replacement or a spare replacement part is shipped on the auto generated order,

### Warranty Exclusions

This warranty shall **not** apply if:

- (i) the Hardware has been set up improperly or has been improperly installed or calibrated,
- (ii) the Hardware is operated in a manner that is not in accordance with the instruction manual(s) and/or user guide,
- (iii) the customer does not, in the case of analyzers, have a properly certified Technician available to Report Issues and perform onsite repairs
- (iv) the customer does not Report Issues on LDARtools.com complete with any applicable log and span files
- (v) the Hardware is used for a purpose other than for which it was designed,
- (vi) the Hardware has been used in environmental conditions outside of those specified for the Hardware,

- (vii) the Hardware has been subject to any modification, alteration, or change by or on behalf of customer (except and unless the modification, alteration or change was the result of work done by an individual certified by the manufacturer to perform such work and the work was performed with the permission of the manufacturer),
- (viii) the defect or malfunction results from misuse or accident including internal contamination
- (ix) the serial number on the Hardware has been tampered with or removed,
- (x) the Hardware has not been maintained adequately
- (xi) repair of the Hardware results from acts of God or nature, terrorism, explosion, flood, fire, war, or riot, and
- (xii) the repair only provides hardware replacement, software or firmware updates, or upgrades that can be performed by the user onsite.
- (xiii) product is covered under another manufacturer's warranty such as Pelican Case or Juniper Systems. Customer should contact the appropriate manufacturer for warranty claims.

This warranty is exclusive and LTI will not assume and hereby expressly disclaims any further warranties, whether express or implied, including, without limitation, any warranty as to merchantability, fitness for a particular purpose, non-infringement or any warranties arising from the course of performance, dealing, or usage of trade. LTI specifically makes no warranties as to the suitability of its Hardware for any particular application. LTI makes no warranties that its Hardware will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of its Hardware will be uninterrupted or error free, or that all defects in the Hardware will be corrected. LTI shall not be responsible for software, firmware, information, or memory data contained in, stored on, or integrated with any Hardware returned to LTI for repair, whether under warranty or not.

The following parts are considered to be "wearable/consumable" and are excluded under the Hardware Warranty Terms and Conditions unless they are diagnosed as having a defect in material or workmanship.

Wearable/consumable parts include but are not limited to: Glow plugs, External Hoses, O-rings, Filters, External wires/cables and external case finishes.

## **Title and Non-Infringement**

LTI represents and warrants that it owns all right, title, and interest in, secured all necessary licenses, consents, permissions and releases for customer's use of the Hardware, and has authority to allow customers to use, in the manner contemplated by the Agreement, the Hardware sold to its customers; that the Hardware does not infringe and will not, when used by customers, infringe on the intellectual property rights of any other party, including, but not limited to any third party patents, trade secrets, copyrights, trademarks, services marks, trade names or other proprietary rights; that the Hardware complies with all applicable municipal, state, provincial, and federal laws, rules, or regulations.

# LDARtools

## Limitation of Liability

To the fullest extent allowed by law, LTI's obligation shall be limited to the repair or replacement of the Hardware. LTI shall in no event be liable for incidental, or consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use performance, failure, repair or interruption of any Hardware. Any responsibility and/or liability of LTI shall, in connection with a warranted Hardware, be limited in maximum amount to the original purchase price.

## Warranty Repairs

In the event a defect in materials or workmanship is discovered and reported to LTI within the specified warranty period, LTI will, at its option, repair the defect or replace the defective Hardware. Replacement Hardware may be new or reconditioned units of any functionally equivalent model. LTI warrants any replaced or repaired Hardware for a period of ninety (90) days from the date of return shipment, or through the end of the original warranty period, whichever is longer. In the case of c2 adapters, replacements are warranted for 1 year.

To obtain repair or service on the Hardware, contact the Customer Service Department within the applicable warranty period to submit a return material authorization (RMA). Repairs returned without proper authorization will void the warranty and may acquire an additional handling fee and/or delay in the repair. The customer is responsible to prepay all shipping costs to and from a repair center. LTI may, at its option, send parts for on-site customer repair provided failed parts are returned within 3 weeks of replacement part ship date. Shipping of parts will be billed to end user. In the event that failed parts are not returned within 3 weeks domestically or 12 weeks internationally, with provided RMA print out, customer will be billed list price for parts received and shipping. LTI is not obligated in any way to send repair parts and may require return of equipment to a service center.

## Governing Law

This warranty is governed by the laws of Texas and excluding the United Nations Convention on Contracts for the International Sale of Goods. The Federal courts of Texas shall have exclusive personal jurisdiction in case of any disputes arising out of or in connection with this warranty.

## To Obtain Service

Call: (877) 788-1110

Email: [support@ldartools.com](mailto:support@ldartools.com)

Web: [www.ldartools.com](http://www.ldartools.com)

## Hardware Repair Policy

- As we complete the repair of each phx42, our repair lab performs the following QC procedures on each and every phx42:
  1. 35-step mechanical inspection
  2. Self-check (to confirm 28 operating parameters)
  3. Probe and Battery Charger integrity checks
  4. Static leak test (if H<sub>2</sub> issues were involved)
  5. Dynamic leak test
  6. Physical inspection and flow confirmation on FID
  7. Confirm condition of scrubber medium or replace
  8. Daily calibration at Zero, 100, 500, and 10,000 PPM
  9. Confirmation of Calibration Accuracy to within 2% for all PPM values
  10. Full-range Precision Calibration
  11. Response Time Calibration
  12. Linearity confirmation
  13. Continuous operation test for 6 hours
  14. Drift assessment to within 5% accuracy at 3 hours
  15. Drift assessment to within 5% accuracy at 6 hours

The results of these tests are electronically documented and those records are available to you, upon request.

- Repair "Bench" time will be charged in 1-hour increments.
- Repairs will be processed in the order received unless we receive multiple units from the same customer on the same day. In which case we will work on one per day per location until all cases are cleared.
- LDARtools will match customer delivery method for domestic shipments:
  - Customer pays for shipping to LDARtools.
  - LDARtools will return back to the customer at the same speed.
    - If it is a warranty repair, LDARtools will pay for return.
    - Non-warranty repairs will be shipped back to the customer and charges will be added to the repair order.
- Repairs that are not covered under warranty will be held in the Warehouse until a PO is received.