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**Eosense Inc.  
Product Warranty**

**1 Definitions**

- **Warranty:** This is a limited warranty.
- **Company:** Eosense Inc., Dartmouth, Nova Scotia, Canada (“Eosense”).
- **Customer(s):** Person, firm or company that buys and has legal ownership of Products; and its heirs and assignees.
- **Product(s):** Equipment sold by Company to Customer.
- **Distributor(s):** Third-party company that sells Products on behalf of Company.

**2 Company Products**

- eosGP (Soil and Water CO<sub>2</sub> Concentration Probe)
- eosFD (Soil CO<sub>2</sub> Flux Sensor)
- eosAC (Multi-Species Soil Flux Autochamber)
- eosAC-LT/O (Automated Large Transparent/Opaque Soil Flux Chamber)
- eosMX (Recirculating Multiplexer)
- eosMX-P (Portable Multiplexer)
- eosMX-S (Smart Multiplexer)
- Cables, connectors and auxiliary sensors that accompany any Products listed above

**3 Warranty**

**3.1 Conditions of Warranty**

Company warrants the Products to be free from defects in materials and/or workmanship for a period of one (1) year, and subject to the following conditions:

- The warranty begins on the date the Customer receives the shipment from Company.
- The Products are properly installed, operated, serviced and maintained, in accordance with the Company’s written or verbal instructions.
- The warranty applies to the original purchase by the Customer only. Transferability of the warranty is at the discretion of Company.
- This warranty is in lieu of all other warranties, expressed or implied.

The warranty is limited to repairing or replacing (at Company’s discretion) defective Products. Should a Product fail during the limited one (1) year warranty period, the Customer shall assume all costs of removing, reinstalling, and shipping defective products to Company where applicable. Products should not be returned without first going through the Return Merchandise

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Authorization (RMA) process. Cost of return shipping will be covered by Company if service is conducted under the limited warranty (see Section 4.1 for more information).

Customer accepts the sole responsibility for using Company Products properly if used in conjunction with any other services, software, or other goods. If a Product forms part of a larger project conducted by the Customer and/or by a third party on the Customer's behalf, Company shall have no responsibility or liability whatsoever for the success or failure of that larger project.

Company does not warrant that any Company Product will meet Customer's requirements or operate uninterrupted or error-free. Company's liability for the Products sold to the Customer is limited to the price paid; therefore, Company is not liable, under any circumstances, for any special, indirect, incidental, consequential, or other similar damages of any kind or nature, even if the Company has been advised of the possibility of such damages.

Company is not responsible for any costs incurred arising from the following:

- Products subjected to modification, misuse, neglect, improper service, accidents of nature, or shipping damage
- Computer hardware or operating systems
- Use of Company software with non-Company software
- Lost profits or revenue
- Loss of use of software
- Late, incomplete, false, or inaccurate data, or loss of data
- Cost of recreating lost data
- Cost of any substitute Product
- Costs or liabilities arising from Product modification updates performed by Customer.
- Other similar costs

Company, without notice, may modify Products. If Products are sent back to Company from Customer for modifications or upgrades, the service is covered by the remainder of their limited one (1) year warranty or by the Service Warranty (Section 4.4), whichever is longer.

### **3.2 Items with no warranty**

Only products listed above are included in the one (1) year warranty. The warranty does not apply to:

- Third-party sensors or batteries purchased by Customer for use with Company Products.
- Kits or individual parts sold to Customer for repair, maintenance, and spare parts
- Damages caused by repair or modification of Products by personnel other than Company employees. Repairs will not be covered under this warranty if modifications to the Product conducted by the Customer is deemed a cause of malfunction.

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- Lost or damaged Products resulting from shipping. Newly purchased or repaired Products will be returned to the Customer using an insured shipping option at extra charge to the Customer. If the Customer chooses to opt out of shipping insurance, risk of damage or loss of Products passes to the Customer as soon as the Products leave the Company's facility.
  - Regular wear-and-tear of the Products, consumable components, or calibrations are subject to regular servicing and are only warranted to be free from defects on delivery. These include but are not limited to:
    - Corrosion or rust of external housing of all Products due to regular use or use in an environment conducive to corrosion (e.g wet or humid conditions, high or low pH environments, water treatment facilities, etc)
    - eosFD and eosGP membranes
    - esoFD calibrations
    - eosGP calibrations
    - eosAC gaskets

### **3.3 Extended Warranty**

Customer has the option to purchase an “**Extended Warranty**” only before the Product is shipped. This warranty adds one (1) or two (2) years to the existing one-year warranty. The Extended Warranty is beholden to the same conditions outlined for the limited one (1) year warranty described above. No changes to these conditions are made for extended warranties. Please contact Sales (sales@eosense.com) for more information.

### **3.4 Software Warranty**

Company's software is provided free of charge to Company Product users and is not subject to a license. However, the software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All title and copyrights in and to the software and the accompanying printed materials, and any copies of the software, are owned by Company. There are no restrictions on its use or distribution, provided such use does not infringe on our copyright.

Company expressly disclaims any warranty for software. Software and any related documentation is provided "as is" without warranty of any kind, either expressed or implied, including and without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non infringement. The entire risk arising out of use or performance of the software remains with you.

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Company does not warrant that software will meet Customer's requirements or operate uninterrupted or error-free. Company, without notice, may modify Product software and firmware (operating systems). The one (1) year limited warranty on Products is not extended by installation of software or firmware, which are provided free of charge. In no event shall Company be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use Company software.

#### 4 Return Merchandise Authorization

Before requesting repair or replacement, Customer agrees to use the support materials shipped with the product, support information contained on the website, and email and/or phone support. If the Customer's Product can be accessed remotely, Company may request such remote access to diagnose and/or repair the Product. Products will only be serviced if issued an RMA (**Returning Merchandise for Service**) number by Company Technical Support.

##### 4.1 Service in Warranty

Warranty coverage is determined solely by the Company, and includes two options:

- 1) Repair\* of the Product (includes 100% parts and labour); or
- 2) Replacement of the Product (if repair is not deemed feasible).

\*When repairing the Product, Company may use new or equivalent parts, and all defective parts become property of Company.

The customer shall assume all costs of removing, reinstalling, and shipping defective products to Company where applicable. Shipping costs (including freight, duty, and taxes) for the return of equipment to Company is the responsibility of the Customer. Shipping costs (**excluding duties, taxes, and other customs fees**) for return after warranty repair are the responsibility of Company. Company will always insure the return shipment at extra cost to Customer. One exception is if Products are returned to the Company using insured shipping - then Company will return products using insured shipping at no extra charge. Customer may opt out of insurance on return shipment of Products after repair. Please see section 4.3 for more information regarding shipping.

##### 4.2 Service outside of warranty

All shipping (including freight, duty, taxes and other fees), parts, labour, recalibration and other costs are the responsibility of the Customer. Prices are subject to change without notice. Company will prepare a quote/proforma invoice detailing the required parts, labour, recalibration and other costs. Company will not begin repair work until receiving formal acceptance of the

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quote. Company must receive a formal Purchase Order (PO) or credit card number (MasterCard or Visa) from the customer prior to releasing shipments.

After repair, Company will charge for both shipping and insurance. Customer may opt out of insurance on return on Products. If you do not require insurance, please notify Company before shipment is returned. Certain customer shipping accounts can be charged if provided to Company. Please see section 4.3 for more information regarding shipping.

#### **4.3 Additional Shipping Information**

Company does not create shipping labels for return of any Products (under warranty or outside of warranty). If it is deemed the Customer does not fill out the necessary forms (e.g. Commercial Invoice) appropriately, any fees charged to Company will be the responsibility of the customer. The shipping method is determined by Company and delivery time of Products after repair are approximate and not guaranteed to reach the Customer by any date.

Use of the original packaging is recommended to ship Products. If original packaging is not available, Customer must pack Products appropriately in a rugged box with suitable packing materials (e.g. bubble wrap). Failure to securely pack Products can result in additional damage during shipping which is not covered by the warranty.

The RMA Form must be included with the Products in the shipment. Further, all products returned must be (1) clean from dirt and debris and (2) uncontaminated by harmful substances, such as hazardous materials, chemicals, insects, and pests. The Statement of Product Cleanliness and Decontamination section of the RMA form must be completed for the products you are returning. If Products are not clean upon arrival, an additional charge will be applied or the Products may not be serviced if deemed unsafe for Company personnel to handle.

#### **4.4 Warranty on Service & Repairs**

All service, repairs, and replacements parts are warranted to be free of defects in materials or workmanship for the remainder of the original warranty or 60 days from the date of shipment from our facility after repair or service, whichever is longer. This warranty excludes all defects caused by incorrect operation or maintenance, misuse, alteration, accident, transportation, or shipping. The Warranty on Service & Repairs is beholden to the same terms and conditions as the Product's limited warranty.

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## **5 Refunds/Return Policy**

With some exceptions, unused Products may be returned within sixty (60) days of the date of shipment with prior authorization (Restock Number). Upon authorization, items must be returned to the Company within thirty (30) days. A 15% restocking fee will be charged on all returns. Returned Products must be suitable for resale as new. Refund will be for the full amount of the Product, minus the restocking fee, if purchased at full price. If any discounts were applied at time of invoicing for the Product (alone or as part of a package) that discount may be reversed and debited from the total refund amount at Company's discretion. The Product must be returned to Company for inspection before refund is issued. Company has the right to refuse the returned Product for any reason. Customer is responsible for all shipping charges and Product must be returned via insured shipment.

Products or components that cannot be returned are, but are not limited to:

- Custom or used cable or tubing lengths
- Discontinued Products
- Consumables (e.g. membranes)

## **6 Warranty Information Related to Distributors**

The only warranty on Company Products is outlined in this limited warranty document. Extended warranties purchased from third party Distributors must be approved by Company. Extended warranties offered by Distributors without Company's knowledge will not be valid.

Any returns or refunds must be made directly with the Distributor. If a Distributor can no longer serve as distributor (e.g. due to bankruptcy), Company will continue to honour the limited one (1) year warranty or extended warranty as laid out in this document.