

POLYTEC, INC., LIMITED HARDWARE WARRANTY

DEFINITION OF LIMITED HARDWARE WARRANTY

The Limited Hardware Warranty described below is provided by Polytec, Inc. ("POLYTEC") with its place of business 16400 Bake Pkwy S200, Irvine CA 92618 and is applicable to new Vibrometers, Velocimeters and White-Light Interferometers purchased from Polytec in the USA, Canada and Mexico after January 1st, 2023, excluding laser components (the "Covered Goods"). This Limited Hardware Warranty does not apply to used equipment. This Limited Hardware Warranty is not transferable and shall not extend to anyone other than the original purchaser. This Limited Hardware Warranty is valid only in the Continental United States, Alaska, Hawaii, Canada, and Mexico and is valid only upon presentation of a valid proof of purchase of Covered Goods from Polytec. Laser components (such as optics and crystals) are warranted only for a period of 90 days from the date of shipment to the customer. This Limited Hardware Warranty does not apply to light sources and equipment which Polytec purchases from a manufacturer, which are not Covered Goods, and such light sources and equipment are limited to the warranty provided by the manufacturer. Polytec may in the future revoke, rescind, amend, modify, or change this Limited Hardware Warranty at any time and from time to time, but only with prospective effect.

Article I. WARRANTY PERIOD

The Limited Hardware Warranty Period for Polytec Covered Goods is four years for TMS, 3 years for LSV and one year for all other VIB after the date of the shipment thereof to the customer. Replacement parts or components that are repaired are warranted only for the remaining time of the original Warranty Period.

Article II. 2. WARRANTY OBLIGATIONS

In case of defects in merchandise purchased from POLYTEC due to defective parts or components or defects in manufacturing, the Limited Warranty Obligations of POLYTEC will be, at the discretion of POLYTEC, to repair or replace the defective part or component or to repair the defect in manufacture. It remains within POLYTEC's sole discretion in each case to determine the most cost-effective repair or replacement solution. If a repair action is performed, the Limited Hardware Warranty covers costs associated with the repair including spare parts and all labor costs and costs for packaging and return shipment to the customer from Polytec.

This Limited Hardware Warranty specifically excludes system maintenance, which is the exchange of wear parts, system calibrations and software updates. Wear parts are, but are not limited to, Helium Neon lasers and their power supplies, pilot lasers of the InfraRed Vibrometers, laser diodes of the laser Velocimeter systems, green lasers, illumination sources of the White Light Interferometers, and consumables, such as lamps, fuses, batteries, and similar items.

POLYTEC shall have no Warranty Obligations and there shall be no warranty repair or replacement for any damage or defect occurring due to the following reasons, provided that they are not caused by POLYTEC: Unsuitable or improper use, use leading to damages causing loss, faulty installation or startup by the customer or third party, faulty or negligent handling, unsuitable operating materials or consumables, deficient building provisions, unsuitable site properties, chemical, electro-chemical or electrical influences or deficiencies.

Any modifications or maintenance work performed on Covered Goods by the customer or a third party without the prior written consent of POLYTEC invalidates any and every Warranty Obligation of POLYTEC.

If Covered Goods are returned to POLYTEC during the warranty period and within the course of the examination for defects, POLYTEC ascertains that the defect has been caused by improper handling or usage of the merchandise by the customer, POLYTEC shall have no Warranty Obligations, and POLYTEC shall notify the Customer of its findings and may make an offer to the Customer to repair the Covered Goods for a fee. In that case, the costs of examination of the Covered Goods by POLYTEC shall be charged to and paid for by the Customer.

POLYTEC is not and shall not be liable or responsible for a customer's lost profits, incidental damages, or consequential damages.

Article III. 3. WARRANTY CLAIMS

In order to make a claim for warranty repair, a customer must immediately notify POLYTEC in writing of the necessity for warranty service. In the case of obvious faults or faults apparent upon the reasonable inspection of the Covered Goods, in order to maintain its entitlement to warranty repair, the customer must notify POLYTEC in writing thereof within 10 days after the customer's receipt of the Covered Goods. The customer must, after communicating with POLYTEC about a warranty repair, allow POLYTEC a reasonable time and opportunity to perform the warranty repair. Otherwise POLYTEC shall not be liable or responsible for any warranty repair or replacement. Any parts or components that are replaced become the property of POLYTEC. Warranty repairs will include necessary expenses incurred for the purpose of making the warranty repairs, such as labor and materials. This obligation does not cover excessive costs caused to the merchandise by the customer after delivery of the merchandise to the customer.

Article IV. 4. PLACE OF WARRANTY REPAIR

In all cases of warranty repair or service, except as set forth below, the Covered Goods must be returned to Polytec's service facility located at 1 Cabot Road, Hudson MA 01748. The customer shall prepay shipping charges for the merchandise to be returned to POLYTEC at the service facility. Exception: Only in the urgent case of danger in operational safety and to prevent unreasonably extensive damage to the Covered Goods, and only after notifying POLYTEC in writing and receiving Polytec's written consent, may the Customer itself remedy the fault, or have it remedied by third parties, and request that the necessary costs be reimbursed to it by POLYTEC. Warranty repairs will be performed at the Customer's facility only upon the Customer's written request and POLYTEC's agreement, and, in that case, the Customer shall pay POLYTEC's round trip travel expenses to and from its facility including travel time, transportation, hotel, and meal expenses for the period that Polytec employees are at the customer's facilities.

Article V. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to any provision of this Limited Hardware Warranty or the interpretation, enforceability, performance, breach, termination, or validity hereof, the Parties shall attempt, in good faith, amicably to resolve the dispute. If no settlement can be reached through consultations within 60 days of the submission of such matter by one Party to the other, such disputes, controversies, or claims shall be finally resolved by submission to binding arbitration by JUDICATE WEST with its registered address in 1851 East First Street, Ste 1600, Santa Ana, CA 92705, which shall be conducted in accordance with its arbitration rules in effect at the time of applying for

arbitration. The arbitral award shall be final and binding upon both parties. The parties agree that the arbitral award shall be enforceable by the Superior Court in and for Orange County, CA. The arbitration language shall be English, and each party to the arbitration proceeding shall pay its own costs of arbitration.

Article VI. NO OTHER WARRANTY

THE FOREGOING IS THE COMPLETE LIMITED HARDWARE WARRANTY OF POLYTEC. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. POLYTEC SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES.

Additional Information

THE POLYCARE PROGRAM

Polytec offers to its customer the option to extend (the "Extended Warranty Period") the original Limited Hardware Warranty up to 7 years after the date of the shipment of Covered Goods to the customer when the customer enrolls their Covered Goods into the PolyCare Program. To qualify for the Extended Warranty Period, the Covered Goods must be serviced (system maintenance and calibration) every two years (second, fourth and sixth years) after shipment to the customer. In the sixth year, the enrollment will add one more year to the Limited Hardware Warranty.

UP2DATE

Up2Date is available for every system of Covered Goods that is enrolled and current in the PolyCare Program. To receive the benefits Up2Date, the customer must participate in at least one Polytec Training every two years and have in place and use a Data Management System that is not older than four years. When these conditions are met, the Covered Goods system will qualify for the latest software whenever a new release is made by Polytec. This includes updates of only the features that were originally purchased by the customer. After seven years, when PolyCare expires, the user can continue to receive the Up2Date benefits if the Covered Goods system is maintained and calibrated and if the customer has in place and uses a Data Management System that is not older than 4 years.