

## WARRANTY STATEMENT

### Spirit of the Warranty

This warranty is offered on the basis that AGEOTEC fully expects the instrument to perform satisfactorily for many years. We have built a reputation on reliability, longevity and quality, and therefore the aim of this warranty is your satisfaction and peace of mind. The “rules” as detailed above are the framework within which we operate our warranty policy, and the minimum that you can expect from us in resolving any warranty issue. However, each case is considered on its own merit, and we may decide that in certain circumstances, alternative arrangements or solutions to a warranty issue are appropriate. Equally, we hope that our customers accept this warranty in the spirit in which it is given, and to respect that whilst our primary concern is always to try and ensure that any issues are resolved as quickly and as satisfactorily as possible, we do also have a responsibility to objectively assess the validity of any warranty claim, and to consider the interests of AGEOTEC Srl in any actions taken.

Contact AGEOTEC for information regarding warranty extension and warranty availability for transferred ownership.

Subject to the limitations and / or exclusions specified herein, AGEOTEC will repair or replace, at its expense and at its option, any system or component, which in normal use has proven to be defective in workmanship or material within one (1) year of the date of delivery. Warranty is deemed to commence 72 hours after delivery.

Customer acceptance tests must be performed out at an AGEOTEC premises or Company Representatives premises with agreed personnel.

Warranty shall only be valid if the customer has paid in full under the terms of the contract and agreement thereof.

### Conditions of Warranty

Included but not limited to the following:

- 1) This warranty applies only to the original purchaser if sold by AGEOTEC or one of its approved distributors.
- 2) This Warranty is non transferable except or as applies to Purchaser then to client.
- 3) Details of the defect must be communicated in writing to AGEOTEC Italy within 8 days of detection by the Customer, pursuant to art.1495 C.C Italian law.
- 4) All equipments must be tested, installed and commissioned in strict accordance with manufacturers' technical recommendations and procedures.
- 5) Equipment must be used for the purpose it was designed for.

AGEOTEC srl a socio unico direzione generale e commerciale: via prati 1/1 - loc. ponte ronca 40069 zola predosa (bo) italy phone +39 051 6133382 fax +39 051 6136159 cf\p.i. 02428191205	underwater technologies division: via dei baietti, 34 22077 olgiate comasco (co) italy phone +39 031 990529 fax +39 031 943564	oceanographic technologies division: via volturmo, 22R 16129 genova (ge) italy phone +39 010 588194 fax +39 010 588244
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Sede legale: via calzavecchio, 23 - 40033 casalecchio di reno (bo) italy  
 Numero d'iscrizione al registro imprese di bologna 02428191205; r.e.a. bologna 438740; capitale sociale euro 10.500,00 i.v.

soggetta a coordinamento e controllo della LIGHTHOUSE GROUP srl a socio unico p.i. 02585771203

- 6) The warranty does not apply to costs for transportation, accommodation, food and travel for personnel relating to any repairs required on customer site.
- 7) Any equipment or parts will be repaired, under warranty, at AGEOTEC cost.
- 8) The warranty does not include costs of visas, security issues, offshore passes etc. for the place of repair.
- 9) The equipment shall be transported to AGEOTEC by suitable means and packed in accordance with safe management and shipping. This to be freight paid by customer.
- 10) Warranty is deemed invalid if defects have been caused by failure to follow the recommended installation, maintenance procedures or any intervention to the equipment not authorized by AGEOTEC. Defects caused by improper quality fittings, incorrect operation, fire, wear and tear, modified parts, lightening damage, isolation incompatibilities or fluctuations in power supplies will also deem the warranty invalid.
- 11) Sensors supplied by other manufacturers ( i.e. pressure sensors and others) are only warranted according to the warranty period provided by the original manufacturer. (typically one year)
- 12) Consumable items including, but not limited to: batteries, o-rings, zinc anodes and electrolytes are not covered by warranty.
- 13) AGEOTEC is not responsible and is not liable for any consequential loss or damage of any kind whatsoever.
- 14) AGEOTEC retains the right to accept or reject any warranty claim.
- 15) Reasonable wear and tear (as judged by AGEOTEC) is not covered by warranty;
- 16) All warranty repairs must be performed by AGEOTEC personnel or their authorized representatives.
- 17) The warranty period shall not be extended by repair or substitution, but only for part, component or device changed;
- 18) This warranty does not apply to systems or components that are damaged or fail as a result of wear, such as, but not limited to, tethers, view ports, light domes and other systems or components subject to wear.
- 19) This warranty does not apply to systems or components that are damaged or fail by connection to improper or improperly wired sources of power, or by inadequate packing, accident in transit or elsewhere, fire, theft or by other similar calamity.
- 20) AGEOTEC will not be responsible for any asserted defect which has resulted from Acts of God.
- 21) If the repair is deemed to be not a Warranty issue then a cost of repair estimate will be forwarded to the client for approval before any repairs are undertaken.

The foregoing constitutes the sole and exclusive remedy of the purchaser and the exclusive liability of AGEOTEC and is in lieu of any and all other warranties, express, implied or statutory as to merchantability, fitness for purpose sold, description, quality productiveness, or any other matter. Under no circumstances shall AGEOTEC be liable for special, incidental or consequential damages, or for delay in performance of this warranty.

AGEOTEC reserves the right at any time to change specifications without notice and without obligation to incorporate new features in vehicles already sold.

**Warranty procedure:**

- Shipping costs in both ways are on client charges;
- Goods for warranty assessment should be adequately packed (preferably in the original packing) and returned freight **pre-paid** to AGEOTEC, complete with a description of the nature of the problem. Although AGEOTEC does not operate a “Returns Number” system, advance notice of the return is desirable.
- All warranty claims are assessed on a case-by-case basis. You will be informed as soon as possible as to the validity of the warranty claim.
- In the event of a valid warranty claim, the goods will be repaired or replaced as appropriate at the sole discretion of AGEOTEC Srl. The repaired / replacement instrument will be returned to you at our cost, using our choice of shipping method.
- In the event of an invalid warranty claim, you will be informed of any repairs that are necessary. Ageotec will provide quote, and if acceptable and agreed, the instrument will be repaired as if it had been returned for service, with appropriate costs and return freight charges payable by you.
- Any repairs made under warranty shall have no effect on the duration of the warranty period, i.e. the warranty shall continue as if no fault had occurred.
- AGEOTEC may, at our discretion, opt to despatch a replacement part for fitting in the field, if it is deemed to be the most appropriate response. In such circumstances, the user will be required to return the faulty part to AGEOTEC (at the user’s cost) for assessment and confirmation that the failure is a valid warranty claim. Failure to return the faulty part, or if the fault is subsequently judged to fall outside the terms of the warranty, shall result in the user being invoiced for the replacement part and freight costs.