



AML Warranty Policy: New Product (Instrumentation)

AML warrants the instrument and sensor for a period of TWO YEARS (24 MONTHS) from the date of shipment. AML will repair or replace, at its option and at no charge, components which prove to be defective. The warranty applies only to the original purchaser of the instruments and only to instruments and sensors manufactured by AML Oceanographic. The warranty of third party sensors will apply as per the specific vendor's warranty policy. The warranty does not apply if the instrument has been damaged, by accident or misuse, and is void if repairs or modifications are made by other than authorized personnel.

This warranty is the only warranty for a new product given by AML. No warranties implied by law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall apply. In no event will AML be liable for any direct, indirect, consequential or incidental damages resulting from any defects or failure of performance of any instrument supplied by AML.

Disclaimer

AML reserves the right to make any changes in design or specifications at any time without incurring any obligation to modify previously delivered instruments. Manuals are produced for information and reference purposes and are subject to change without notice.

AML Warranty Policy: New Product (Deployment Systems)

Deployment Systems include but are not limited to the Moving Vessel Profiler product line.

AML warrants each Deployment System will be free, under normal use and maintenance, from defects in material and workmanship for the period of ONE YEAR (12 MONTHS) from the date of installation or (15 MONTHS) from date of shipment.

This warranty covers:

- a) AML MVP system, including one that has been installed and/or commissioned by AML staff or authorized technician, or by an alternative installation and/or commissioning process as agreed in writing by AML.
- b) AML MVP system on which required maintenance services have been performed as prescribed in the Operations and Maintenance Manual.
- c) AML software and that it will operate substantially in accordance with its functional specifications. AML does not warrant that software will be error free or operate without interruption. Software upgrades to the AML MVP are available to organizations that have purchased an MVP system from AML.
- d) Consumable and replacement parts manufactured by AML. These are limited to replacement of the defective part only.

This warranty doesn't cover:

- a) Any repairs, which, in AML's opinion, are required as a result of misuse, lack of maintenance, damage during installation, improper installation and use outside of specified operating conditions.



- b) Any repairs, which, in AML's opinion, are required as a result of any modifications to the hardware or software systems, not i) approved by AML or ii) not installed or modified by AML.
- c) Any repairs required as a result of improper previous repair or maintenance work.
- d) Normal maintenance including tightening of bolts, cleaning and repair to damaged paint and coatings, system lubrication and part replacement as part of normal maintenance procedures.
- e) Any damage caused by defective recommended consumable items, or by non-authorized replacement or consumable parts not manufactured by AML.
- f) Consumables, tow cable, and other replacement parts which deteriorate in performance as a consequence of normal wear & tear.
- g) Third-party software - Any AML supplied third-party software is subject to the warranty of the individual manufacturers. AML offers no warranty on the performance of third-party software.

The owner/operator's obligation

In order to maintain the validity of this manufacturer's warranty, the required maintenance services set forth in the Operations and Maintenance manual must be performed at the proper intervals. In addition, detailed records in the form of a maintenance log, as outlined in the Operations and Maintenance manual, shall be retained as proof of maintenance. For maintenance items that require replacement of fluids or components, vendor receipts for these items shall be retained as part of this log. AML reserves the right to inspect the maintenance log for proof of maintenance in support of a warranty claim.

Failure to provide proof of maintenance through a maintenance log may result in rejection of a warranty claim.

To obtain warranty service

If a problem should arise, AML is to be contacted through the following means:

- *Phone: 1-250-656-0771*
- *Email: service@amloceanographic.com*

After confirming the warranty status of the system in question, AML will, at their discretion, provide one of the following means to quickly solve the issue:

1. Provide over-the-phone and/or email support
2. Ship necessary replacement parts (if available) to the owner's location and provide detailed instructions on replacement and repair, and phone support
3. At client's expense, have AML service technicians (or service technicians from AML's authorized representatives) travel to the client's location to perform the required repairs. Travel means will be by next available commercial transport (not first class) and subject to staff availability.
4. Perform corrective work at AML 's facility in Dartmouth, NS, Canada. Arrangements for and costs of shipping the system or system components to and from AML is the responsibility of the client.

Should the repair work be determined to be of a non-warranty nature (due to an occurrence listed under the "This warrant does not cover" section), AML will invoice the owner for the repair services, parts costs, handling and shipping costs, in addition to travel expenses).

**Software Agreement**

AML grants the customer a non-exclusive license to use AML software, supplied as part of a system, or individually by AML, for the life of the product. Third-party software supplied as part of the AML system (such as MS Windows, or sensor-specific software) is subject to software license grant by the individual third-party manufacturers.

Replacement parts warranty

Replacement parts, obtained through AML (but not as a warranty replacement) and installed and maintained properly in AML manufactured equipment for their intended purpose, are covered for a one (1) year period. AML responsibility is limited to replacement of the part(s), delivered to the equipment owner, as quickly as commercially possible.

Note - the use of non- AML supplied replacement parts will void the system warranty.

Disclaimer

AML is not liable for consequential damages and this warranty is limited to repair or replacement of the product.

To the extent that the law allows, AML disclaims any responsibility for loss of time and/or revenue or use of the warranted equipment, or other indirect incidental or consequential damage, inconvenience or commercial loss.

AML assumes no risk for damage in transit.

Robert Haydock

CEO