

**RECON INSTRUMENTS INC.
LIMITED WARRANTY (NORTH AMERICA)**

These terms and conditions apply to Your purchase of any hardware (the "Product") manufactured by or for Recon Instruments Inc. ("Recon"). Any reference in this Limited Warranty to the term "You" refers to the original buyer of any Product. Throughout this Limited Warranty, "Residents of Québec" means residents of Québec who enter into a contract to which the *Consumer Protection Act* (Québec) applies.

1. Warranty Terms.

- a. Recon warrants to You that the Product will be free from defects in materials and workmanship under normal use for one (1) year from the original date of purchase by You (the "Warranty Period"). The Limited Warranty is not transferable by You. All subsequent purchasers acquire the Product "as is" without benefit of this Limited Warranty. Where You purchased the Product from Recon's website or other online vendors the date of purchase is the date of the purchase invoice issued to You by Recon or such online vendors by email. Where you purchased the Product from an authorized reseller at a physical location, the date of purchase is the date of the invoice issued to you at the physical location.
- b. In the event Recon determines that the Product is defective, Recon may in its discretion:
 - (i) repair the defective part of the Product free of charge with new or refurbished parts;
 - (ii) replace the defective Product with a comparable new or refurbished product; or
 - (iii) in the event that Recon is unable to repair or replace the Product as provided under (i) or (ii), pay a proportionate refund of the purchase price You paid for the Product. SECTION 1(B) IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.
- c. Where the Product is repaired or replaced during the Warranty Period, except as otherwise prohibited by applicable laws, the warranty for the repaired or replaced Product, as applicable, will expire upon the expiration of the original Warranty Period. Any warranty service or support under this Limited Warranty is conditioned upon Your return of the Product, with free and clear title, to Recon or its authorized service provider. Where there has been a replacement of the Product, the Product or its parts, as provided pursuant to the Limited Warranty, becomes Your property and the Product being replaced becomes Recon's property. Where there is a refund, You will return the Product to Recon and such Product becomes Recon's property. Recon may condition a refund or replacement on You returning the product or require You to provide a credit card number, which will be charged only if You fail to return the Product. SECTION 1(C) IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.

2. Exclusions.

The Limited Warranty does not apply:

- a. to normal wear and tear;
- b. if the Product or any its parts is opened, disassembled, or repaired by someone not authorized by Recon;
- c. if the Product was not purchased from Recon or its authorized retailers;
- d. to damages caused by misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, Your failure to abide by the use, safety, and maintenance instructions contained in the packaging of the Product, including, without limitation, a failure to follow such instructions regarding use of the Product with any other equipment, peripherals, or accessories (e.g. goggles) authorized by Recon to be used with the Product, or repairs or modifications made by anyone other than Recon or its authorized service providers;
- e. to physical damage to the surface of the Product;
- f. to any Product where the serial number has been removed or that has been damaged or rendered defective as a result of misuse, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes;

- g. to any equipment other than the Product;
- h. to malfunction or defects resulting from the use of the Product in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by Recon, and where it is determined by Recon that such malfunction or defect is not the fault of the Product itself; and
- i. to any software, whether or not supplied by Recon.

Recon does not warrant that the operation of the Product will be uninterrupted or error-free.

3. Returning the Product. Recon is the provider of this Limited Warranty. Recon's warranty contact information can be found at www.reconinstruments.com. You may need to provide a proof of purchase of the Product, in the form of the purchase invoice sent to You by Recon or an invoice from an authorized seller of the Product, to evidence that You are the original purchaser of the Product. In the event You return the Product to Recon outside of the Warranty Period, Recon's standard repair terms and charges may apply. Recon may limit the Limited Warranty to the country where Recon or its authorized seller sold the Product to You. You may be responsible for shipping, handling, or other costs if You request warranty services not in the country of original purchase.

Please review the Product use, maintenance, and safety instructions contained in the packaging, as well as the user manual online at www.reconinstruments.com. Returns, repairs, or replacements of parts and/or Products may be subject to shipping, handling, replacement and/or restocking fees.

4. Data Recovery. You acknowledge and agree that Recon will not be responsible for any data, software, applications, or information that may be damaged, lost, or destroyed during the course of evaluating, repairing, or replacing the Product. This Limited Warranty also does not cover backup, recovery, and reinstallation of Your data on the Product. You should backup all data and applications on your device before returning it.
5. Exclusive Remedies. The remedies in this Limited Warranty are the exclusive remedies provided to You under this Limited Warranty. To the extent permitted by applicable laws, this Limited Warranty is in lieu of all other warranties or conditions, express or implied. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY AND AS PERMITTED BY APPLICABLE LAWS, RECON SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WHERE IMPLIED WARRANTIES CANNOT BE DISCLAIMED BY APPLICABLE LAW, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SECTION 5 IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.

6. Release, Waiver and Limitation of Liability.
 - a. YOU ACKNOWLEDGE AND AGREE THAT RECON, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS, RESELLERS, AND DISTRIBUTORS (COLLECTIVELY, "RECON" IN THIS SECTION 6) WILL IN NO WAY BE LIABLE TO YOU FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) ARISING FROM OR IN CONNECTION WITH THE USE OR

PERFORMANCE OF THE PRODUCT, EVEN IF SUCH PERSON/ENTITIES IS/ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- b. WHERE PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE AND RELEASE RECON OF ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH YOU OR YOUR NEXT OF KIN MAY SUFFER RESULTING FROM YOUR USE OF THE PRODUCT DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE BY RECON.
- c. IN NO EVENT SHALL RECON'S LIABILITY UNDER THIS LIMITED WARRANTY TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU OR ON YOUR BEHALF EXCEED THE PURCHASE PRICE OF THE PRODUCT THAT YOU PURCHASED OR THE COST OF REPAIRING OR REPLACING THE PRODUCT, WHICHEVER IS GREATER.
- d. THE LIMITATIONS OF LIABILITY SET OUT IN SECTIONS 6(A), 6(B) AND 6(C) ABOVE ARE INTENDED TO APPLY AND DO APPLY TO ANY DAMAGES, LOSSES, OR LIABILITY OF ANY TYPE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) AND EVEN IF RECON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
- e. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 6 APPLY TO THE FULL EXTENT THEY ARE NOT PROHIBITED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SECTION 6 IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.

- 7. Privacy. Information about You that Recon receives or collects (including, without limitation, Your personal contact information and financial information such as credit card information) will be used, processed, transferred, stored, and disclosed in accordance with Recon's privacy policy (available at www.reconinstruments.com/privacy) for the purpose of resolving problems with the Product and to provide and perform the services relating to the warranty described in this Limited Warranty.
- 8. Dispute Resolution.
 - a. Arbitration. All disputes, controversies or claims arising out of or in connection with or in relation to this Limited Warranty or the breach thereof, including any and all disputes, claims or question regarding: (i) the existence, validity, application, interpretation, performance, enforcement or termination of this Limited Warranty; (ii) any dispute or claim arising out of or relating to the negotiation, execution, interpretation, application or performance of this Limited Warranty; or (iii) any dispute or claim arising out of or relating to the design, manufacture, distribution, instruction, warning, performance or use of the Product (collectively, the "Dispute"), will be solely and exclusively referred to, and finally resolved by, binding arbitration pursuant to the provisions of the British Columbia *Arbitration Act* and any amendments thereto. Such arbitration shall be conducted pursuant to the Domestic Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre then in force (the "Arbitration Rules"). A single arbitrator shall be appointed by agreement of the Parties, or, in default of agreement, such arbitrator will be appointed in accordance with the Arbitration Rules. The arbitration will be governed by the laws of the Province of British Columbia and the laws of Canada as applicable therein. The arbitration will be held in Vancouver, British Columbia and will be conducted in the English language. The arbitrator shall have jurisdiction to award costs of the arbitration, including attorney's fees and disbursements and arbitrator fees and expenses. Any award and the determination of such arbitrator will be final and binding upon You and Recon. A judgment on the award of the arbitrator may be entered into any court having jurisdiction over the party or parties against whom an award may be issued and each of You and Recon agrees to and hereby waives any defences against the enforceability and execution of any such judgment awarded by the arbitrator as contemplated in this Limited Warranty. Judgment on the award of an arbitrator may be entered by any court having jurisdiction over the person or

property of the person against whom enforcement of the judgment is sought. Where arbitration is prohibited by applicable laws, you and Recon hereby agree to the exclusive jurisdiction of the courts of the province of British Columbia, Canada with respect to any Disputes relating to this Limited Warranty.

- b. You hereby waive all rights to a trial by jury with respect to any claims and issues relating to or arising out of this Limited Warranty.

SECTION 8 IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.

9. Attornment. You waive (a) any right to object to venue or jurisdiction based on inconvenient forum or for any other reason; and (b) any statutory or other right pursuant to the laws of the jurisdiction in which the You are resident to have a court case or arbitral hearing relating to this Limited Warranty adjudicated or resolved in that jurisdiction. Any rule of interpretation, law or regulation that provides that the language of a contract will be interpreted against the drafter will not apply to this Limited Warranty. SECTION 9 IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.
10. Governing Law. This Limited Warranty will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada as if made and performed by and between parties situated in such province and without regard to the conflict of law rules that would apply a different body of law. SECTION 10 IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.
11. Severability. Each provision of this Limited Warranty is declared to be a separate and distinct promise and to be separable from all other such separate and distinct promises. If any promise, provision or part thereof is determined by a court of competent jurisdiction or other constituted legal authority to be void, unenforceable or unreasonable in whole or in part, it will not be deemed to affect or impair the enforceability or validity of any other promise or provision in this Limited Warranty or any part thereof and the said court or other constituted legal authority will have the authority to limit such promise or provision as it deems proper.
12. Waiver. The failure by Recon to insist on strict compliance with any provision of these terms and conditions will not be deemed to be a waiver of such provision, and a waiver of any provision of these terms and conditions at any one time or times will not be deemed to be a waiver for any other time. The failure of Recon to assert its rights in a timely fashion for any of its rights or remedies under these terms and conditions will not be interpreted as a novation or a waiver of any subsequent or continuing breach and will not serve to modify, alter or restrict the right of Recon to assert any rights at any time thereafter.
13. Language. Except to the extent prohibited by applicable law, You acknowledge and agree that that this Limited Warranty and any and all related documents be drawn up in English. SECTION 13 IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.
14. Updates and Supplementary Terms. This Limited Warranty may be updated or supplemented by Recon from time to time. For Products purchased in specific countries, unique terms may replace or modify this Limited Warranty if so provided with the Product or posted on Recon's website. All terms that are not changed by these unique country terms (if any) remain unchanged and in effect. Please visit Recon's website to obtain the latest version of, or supplements or any country or jurisdiction-unique terms to, this Limited Warranty. SECTION 14 IS NOT APPLICABLE TO RESIDENTS OF QUEBEC.

Please visit www.reconinstruments.com/warranty for more warranty information.