



# CURRENT

THE SCIENCE OF SEEING

## WARRANTY TERMS & EXEMPTIONS

SALES / SERVICE OF CURRENT SERIES OF EO/IR SYSTEMS

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### CANADA

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## 1. GENERAL WARRANTY TERMS

- 1.1 Current Scientific Corporation (CURRENT) warrants that the Night Navigator Electro-Optical Infra-Red camera system, hereby defined as the “Product”, shall substantially conform to CURRENT’s specifications and be free from defects and non-conformities in design, material and workmanship for a period of 12 months from the date of shipment, unless otherwise specified in the contract. For the purposes of this warranty, “defects and non-conformities” shall mean any failure of the Product to meet CURRENT’s published specifications or the agreed technical requirements.
- 1.2 The MWIR cooler life is warranted for a period of 1 year or 3,000 operating hours - whichever occurs first.
- 1.3 The warranty does not extend to any implied warranty of fitness for a particular purpose or use, irrespective of whether such purpose or use has been communicated by the Buyer to CURRENT or not.
- 1.4 CURRENT does not warrant that its Products conform to or comply with any requirements regarding functionality or compatibility, or other technical or operational features or criteria, which are not a part of or derived from CURRENT’s product specifications. It is the sole responsibility of the Buyer to ensure that the Products meet the Buyer’s (or third party’s) individual requirements and expectations, e.g., through product assessment or testing.
- 1.5 The warranty shall only apply to Products with intact warranty seals that have been handled, stored, installed, used, and operated properly and in accordance with applicable user manuals, other operating instructions provided by CURRENT, and generally accepted industry standards.
- 1.6 The warranty shall only apply to Products which have been paid for in full.
- 1.7 The warranty shall be for the benefit of the Buyer only. The warranty does not extend to the Buyer’s customers, agents, or representatives, or other third parties.
- 1.8 CURRENT shall, within a reasonable time, repair defective or non-conforming Products covered by the warranty.

## 2. WARRANTY CLAIM PROCEDURE

- 2.1 The Buyer shall notify CURRENT without undue delay after detecting that the Products are non-conforming or defective by emailing [support@currentcorp.com](mailto:support@currentcorp.com).
- 2.2 Prior to returning the affected Products, CURRENT’s Service department will send the buyer a “Return Material Authorization (RMA)” with an RMA reference number issued by CURRENT. RMA authorization shall be at CURRENT’s sole discretion.
- 2.3 Repair or replacement of the Product(s) is carried out by CURRENT or a third-party service partner designated by CURRENT.
- 2.4 The Products must be properly packaged and returned to CURRENT or to the designated third-party service partner within 30 days after CURRENT’s issuance of the RMA-number. Delivery and transfer of risk to CURRENT shall take place in accordance with the delivery terms Cost Paid To (CPT), Incoterms 2010. The Buyer shall in any event be liable for all risks, freight and other costs related to return of Products to CURRENT. Export controlled goods may not transit through the USA if their final place of delivery is outside of the USA.
- 2.5 CURRENT or the designated service partner shall, within a reasonable time, examine the returned Products and determine whether the alleged non-conformity or defect constitutes a breach of warranty.
- 2.6 CURRENT strives to limit downtime to less than 30 calendar days from the date of arrival at CURRENT to pick up by the freight agent for return to the end user. In some cases, service to major components may require longer downtime. This timeline is also subject to the validity of the applicable export license.
- 2.7 In the event that CURRENT concludes that the non-conformity or defect is covered by warranty, CURRENT shall cover all costs related to the repair or replacement of the defective Product within the warranty period, including the cost of return transportation of the repaired/replaced Product from CURRENT or its designated service partner to the Buyer.
- 2.8 Unless otherwise agreed, the Buyer will be invoiced for diagnosis, freight, and handling costs in the event that CURRENT, or the designated service partner concludes that the defect is not covered by the warranty.
- 2.9 The warranty does not cover any form of on-site or on-board repair or servicing of the system.
- 2.10 The Buyer’s costs and expenses related to a warranty claim, including labour, mounting, dismounting and installation/ de-installation costs, are not reimbursed nor covered under the warranty.

- 2.11** It is the Buyer's responsibility to inform CURRENT of the countries for which an export license should remain valid during delivery, commissioning, and operation of the vessel or vehicle. Issuance of a new export license typically requires approximately 40 business days from submission of the End User Statement. No export permit is necessary for shipments to the USA or Canada.
- 2.12** Return shipment from CURRENT to the designated location is subject to a valid export license being in place for that specific country.

### 3. WARRANTY EXEMPTIONS

- 3.1** Certain phenomena, variations, and characteristics related to the Products, such as but not limited to minor image noise or pixel variation in camera sensors, shall not be deemed to constitute defects covered by the warranty.
- 3.2** The warranty shall be excluded and not apply to any problems, imperfections or defects caused by:
- Failure to install the system in accordance with the procedures described in the Installation and Maintenance manual, or failure to heed the warnings and notes detailed in the accompanying technical documentation and drawings of the Product;
  - The use or operation of Products in an unusual or irregular manner, application, or environment, or use or operation of Products in a manner contrary to recommendations given by CURRENT;
  - Modifications or alterations made to the Product by the Buyer or any third party;
  - Servicing performed by any party other than CURRENT or an authorized service partner;
  - Inadequate maintenance, including failure to perform preventive maintenance as required by the Buyer or a third party, or maintenance performed without strictly following the procedures, tools, and timelines outlined in the Preventive Maintenance documentation;
  - Exposure to extraordinary or unusual physical or electrical stress, including electrical overload or impact from being dropped;
  - Dismantling, tampering, or any unauthorized interference with the Product;
  - Normal wear and tear and aging of components, including normal color shift and gradual degradation over time.
- 3.3** CURRENT's liability under this warranty shall be limited solely to the repair or replacement of defective Products in accordance with the terms set forth herein. In no event shall CURRENT be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profit, loss of use, or loss of data.