



LOTEK WIRELESS INC. LIMITED WARRANTY

Lotek Wireless Inc., Lotek UK Ltd., Lotek NZ Ltd., and/or Lotek USA Inc., hereinafter referred to as "Lotek", provides a **Standard, Extended, Conditional, or Out of Box Warranty** ("Warranty" or "Warranties") for all **Standard, Non-Standard or Custom Products** (collectively "Product Class") manufactured and sold by Lotek to you the customer ("Customer"), subject to the terms and conditions outlined within this Statement of Limited Warranty. The Warranty and Product Class are listed on the applicable sales order. By using the Equipment, the Customer is agreeing to be bound to this Statement of Limited Warranty. The Customer shall not use the Equipment until they have read and understood the terms of this Statement of Limited Warranty.

1 INITIATING A WARRANTY CLAIM

In the instance the Customer would like to initiate a Warranty claim, the Customer must contact Lotek to request a Return Material Authorization ("RMA") form and number. The Equipment shall be shipped, or delivered at the Customer's expense, to the appropriate Lotek location. The returned Equipment must be packaged in either its original package or similar packaging that provides as least as much protection as the original package and must include a clearly written, proper return shipping address. Dangerous goods shipment and labelling requirements must be adhered to if applicable. Once the Equipment is repaired or replaced Lotek may pay to have the Equipment returned to the Customer, provided the Warranty has not been voided. In the case of a voided Warranty, it is not the responsibility of Lotek to pay for the return shipment of Equipment. All determinations about whether a Warranty has been voided are made at the sole discretion of Lotek.

1.1 LOCATIONS

Lotek Wireless Inc. 115 PONY DR NEWMARKET ON L3Y 7B5 CANADA TEL: +1 905 836 6680	Lotek Wireless Inc. 472A LOGY BAY RD ST. JOHN'S NL A1A 5C6 CANADA TEL: +1 709 726 3899	Lotek UK Ltd. THE OLD COURTS WORGRET ROAD WAREHAM BH20 4PL UNITED KINGDOM TEL: +44 (0) 1929 552 992	Lotek NZ Ltd. 8A GODDARD LANE HAVELOCK NORTH 4130 NEW ZEALAND TEL: +64 (0) 6 877 7736
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2 DEFINITIONS

In this Statement of Limited Warranty, the following words and expressions have the following meanings:

2.1 Equipment: All products: collars, tags, receivers, hydrophones, activators and other equipment, manufactured by Lotek.

2.2 Customer(s): Any individual, researcher, scientist, consultant, company, academic institution, regulatory body, government, governmental agency, other legal entity or other purchaser however designated or constituted, or any person acting on behalf of and with the authority of these entities, who procure Equipment from Lotek.

2.3 Standard Product(s): Any Equipment manufactured to a specification listed in the Lotek product specification sheet without any modifications. Equipment deemed to be a Standard Product will be specified as a Standard Product in the sales order.

2.4 Custom Product(s): Any Equipment manufactured with routine modification(s) to a Standard Product from the specifications listed in the Lotek product specification sheet. Equipment deemed to be a Custom Product will be specified as a Custom Product in the sales order.

2.5 Non-Standard Product(s): Any Equipment manufactured that has been released to the Lotek production division for less than twelve (12) months, or has had no more than one (1) order, or are products based on new electronic or mechanical designs commonly known as beta/prototype. Equipment deemed to be a Non-Standard Product will be specified as a Non-Standard Product in the sales order.

2.6 Product Type: A grouping of similar Equipment sharing similar standard warranty periods, maximum warranty periods, and conditions. The Product Type for all Equipment will be specified in the sales order.

2.7 Estimated Life ("EL"): The duration in days the Equipment is estimated to last based on the scheduling and conditions to which the Equipment will be subjected. The Estimated Life is not the duration of the warranty for the Equipment. The Estimated Life is determined by Lotek and may be specified in the sales order.

2.8 Warranty Life ("WL"): The duration in days the Equipment is warranted to last based on the scheduling and conditions to which the Equipment will be subjected. The Warranty Life begins from date of shipment unless otherwise specified. The Warranty Life is not renewed or altered by remediation or replacement under Warranty. In the case Equipment is remediated or replaced, the balance of the remaining Warranty Life provided for the originally shipped Equipment will continue to be active. The Warranty Life is determined by Lotek and will be specified in the sales order.

2.9 Standard Warranty: Is subject to all the Exceptions, Conditions, and Limitations outlined in this Statement of Limited Warranty. Equipment with a Standard Warranty will be specified as such in the sales order.

2.10 Extended Warranty: Is subject to all the Exceptions, Conditions, and Limitations outlined in this Statement of Limited Warranty. Additionally, the Warranty Life is extended beyond the Standard Warranty Life. Equipment with an Extended Warranty will be specified as such in the sales order.

2.11 Enhanced Replacement Plan: Is an equipment replacement package applicable to some models of Archival Products and is provided in addition to any applicable

Warranty. When an Enhanced Replacement Plan is purchased, if X% of recovered tags have failed within the Warranty Life and are returned to Lotek, replacement tags equivalent to X% of the entire order will be provided, on the condition that a minimum of the greater of 10% or 10 tags are returned for evaluation. Any fee for downloading data from tags returned after the end of the Warranty Period will be waived for all Equipment covered by an Enhanced Replacement Plan. An Enhanced Replacement Plan must be purchased at the time of Equipment sale. Equipment with an Enhanced Replacement Plan will be specified as such in the sales order.

2.12 Conditional Warranty: Is subject to all the Exceptions, Conditions, and Limitations outlined in this document and any additional conditions put forth by Lotek. Equipment with a Conditional Warranty will be specified as such in the sales order.

2.13 Out of Box Warranty: Is subject to all the Exceptions, Conditions, and Limitations outlined in this document. It only covers Equipment failures that occur immediately upon first usage of the Equipment. Equipment with an Out of Box Warranty will be specified as such in the sales order.

2.14 Normal Use: The deployment and use of Equipment as specified in Equipment manuals, Lotek product specification sheets, Lotek supporting documentation, or directions provided by Lotek, under normal conditions for the specified and agreed upon species and/or environment. The Normal Use conditions are determined by Lotek.

3 EXCEPTIONS

3.1 Any Warranty will cease to apply, if:

- (a) The Equipment has been altered, modified, repaired, tampered with, or serviced by the Customer or anyone other than Lotek;
- (b) The Equipment has been subject to accident, misuse, abuse, fire, earthquake, natural disaster, or other external cause;
- (c) The Equipment has been subject to operation outside of specifications including Normal Use conditions, environmental conditions, or contrary to the instructions contained in the manuals, product specification sheets, supporting documentation, or correspondence with Lotek. Lotek will make all determinations about whether the Equipment has been subject to any of the circumstances described above. Such determination shall be final and binding upon all parties; or
- (d) If any serial number has been removed or defaced from the Equipment.

3.2 Cosmetic damage, including but not limited to scratches, dents and broken plastic will not be covered under any Warranties, unless failure has occurred due to a defect in materials or workmanship.

4 CONDITIONS

4.1 All Warranted Equipment are covered to be free of defects in materials and workmanship, functional operation of the electronics, as well as program software and/or firmware, during the specified Warranty Life when used under Normal Use.

4.2 The Equipment must be used for the intended application for which it was designed under Normal Use conditions for the specified and agreed upon species and/or environment. Use of Equipment in any manner outside of the Equipment's



intended application space may at the discretion of Lotek invalidate any applicable Warranty.

4.3 All Equipment sold for use with a particular host species or host species group, must be used with that particular host species or host species group, specified at the point of sale. Use of the Equipment with any other host species or host species group, without approval from Lotek in writing (email is adequate) may invalidate the Warranty at the discretion of Lotek.

4.4 If prior to shipping, Lotek deems that certain Equipment may not be suitable for the host species, environmental conditions, and/or the duration for which the application is intended, the Customer's Warranty may be voided. In such instances Lotek will inform the Customer of the Warranty status prior to the Customer's use of the Equipment. Any and all determinations about whether a Warranty has been voided are made at the sole discretion of Lotek.

4.5 The Warranty Life begins from the date of shipment (the date stamped on shipping label) unless otherwise specified. Specific exceptions depending on Product Type, as well as shelf and/or operating life may exist. Equipment fitted with single-use batteries are intended for deployment shortly after receipt of Equipment. Storage of Equipment can impact the operational life.

4.6 Customers are expected to verify functional operation of their Equipment upon receipt. Irrespective of a Warranty Life duration of more than thirty (30) days for Equipment, the maximum notification period to notify Lotek of non-functional Equipment is thirty (30) days after receipt. For Equipment with Warranty Life of duration less than thirty (30) days, the notification period is limited to the Warranty Life. The maximum notification period may be extended at the discretion of Lotek.

4.7 All Equipment requiring assembly by the Customer must be assembled as specified by the appropriate Lotek manual, supporting documentation, or correspondence with Lotek.

4.8 Lotek reserves the right to honour a Warranty claim by either repairing or replacing the Warrantied Equipment. The decision to repair or replace the Equipment in order to fulfil a Warranty claim is at the sole discretion of Lotek. Equipment must be returned for evaluation during the Warranty claim process. The requirement of Equipment return may be waived at the discretion of Lotek.

4.9 All returned Equipment must be returned in either its original package or similar packaging that provides as least as much protection as the original package and must include a clearly written, proper return shipping address. Dangerous goods shipment and labelling requirements if applicable, must be adhered to by the Customer.

4.10 During Warranty service it is possible that the contents (including data) of the Equipment will be lost, replaced or reformatted. Lotek is not responsible for any loss of software programs, data or other information stored on the Equipment.

4.11 Ownership of any Equipment returned under an RMA shall at all times remain with the Customer. When the Customer returns Equipment, the Customer may be required to select an option for corrective action or communicate with Lotek with respect to the RMA claim. If the Customer does not respond subject to the terms of an RMA, the Equipment will be deemed abandoned and Lotek will dispose of the Equipment at its own discretion. In these cases, any Warranty claim will be voided.

4.12 Any Warranty conditions granted in addition to the existing Warranty conditions, or that in any way increase or decrease the scope or duration of the Warranties set forth in this Statement of Limited Warranty, are only valid if written proof (email is adequate) is provided by an authorized Lotek representative to the Customer.

5 LIMITATIONS

5.1 Any Equipment, or part thereof, replaced or repaired by Lotek shall be Warrantied by Lotek for the balance of the original Warranty Life. All replacements or repairs necessitated by any cause other than defects in materials and workmanship shall be undertaken at the sole discretion of Lotek and at the Customer's additional expense.

5.2 Lotek is not responsible for, and shall not be obligated to reimburse any costs, including but not limited to third-party charges incurred by the Customer, or any other party, except as may be agreed upon in writing (email is adequate) by Lotek.

5.3 Any implied Warranties and/or conditions including the implied Warranties and/or conditions of merchantability and fitness for a particular purpose are limited in duration to the specific Warranty Life described herein.

5.4 The Customer agrees that the use of all Equipment supplied by Lotek is at the Customer's sole risk.

6 DISCLAIMER

This Warranty shall be governed by and construed in accordance with the laws of the local jurisdiction of the entity which has sold the Equipment to the Customer. If any provision of this Warranty is held to be invalid, unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Warranty and shall not affect the validity and enforceability of any remaining provisions. The remainder of the Statement of Limited Warranty shall remain in full force and effect.

This is the entire Warranty agreement between the parties relating to the subject matter herein and shall not be modified except in writing and unless signed by both parties.

7 LIMITATION OF LIABILITY

To the extent permitted by law, this Statement of Limited Warranty and the remedies set forth herein are exclusive and in lieu of all other warranties, representations, remedies and conditions, whether oral, written, statutory, express or implied. Under no circumstances, including negligence, will Lotek be liable for special damages, damages, including but not limited to damages caused by delay in performance and/or delay in the performance of any repairs undertaken pursuant to this Statement of Limited Warranty.

The sole and exclusive remedy available to the Customer shall be limited to repair or replacement under the Lotek Warranties set forth herein. In no case shall the liability of Lotek exceed the price to the Customer of the specified Equipment manufactured by Lotek. In no event shall the liability of Lotek extend to include incidental or consequential damages even if Lotek or an authorized Lotek representative has been advised of the possibility of such damages.

Lotek disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, Lotek limits the duration and remedies of such warranties to the applicable duration outlined in this Statement of Limited Warranty and, at the opinion of Lotek, the repair or replacement of Equipment described herein.

The Customer agrees that the use of all Equipment supplied by Lotek is at the Customer's sole risk. It is the Customer's sole responsibility to deploy Lotek Equipment in a manner that is in compliance with animal care standards set by the National and/or local governments and regulatory agencies. While it is the prerogative of Lotek to do our best to ensure the welfare of any animals involved in an application where Lotek Equipment is used, it is the responsibility of the Customer to ensure the animal's welfare. While Lotek endeavours to do its best to comply with any controls (regulatory or otherwise) which may affect the use of Equipment inside and outside its jurisdiction, it is the responsibility of the Customer to inform Lotek of any special requirements prior to the commencement of Equipment production.

The Customer shall indemnify, defend and hold harmless Lotek and its current or former members, managers, respective officers, employees and agents, at the Customer's own expense, from and against any and all lawsuits and claims related to the use of Equipment in any way, and hold Lotek, its officers, directors and employees harmless from any loss, damage or liability that may be assessed in or become payable under any decree or judgment by any court or other tribunal which results from such lawsuit or claim.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, and the Customer may have other rights that vary from region to region. Other than as permitted by law, Lotek does not exclude, limit or suspend other rights the Customer may have, including those that may arise from the nonconformity of a sales contract. For a full understanding of Customer rights, the Customer can consult regional laws.