



## Standard Warranty for Conviron and Argus Products

Unless otherwise stated, “Conviron” means Controlled Environments Limited and its subsidiaries, including but not limited to Controlled Environments Inc., and Argus Control Systems Ltd. (“Argus”). “Purchaser” means the company, firm, institution, individual or other entity with whom Conviron or its authorized distributor or reseller contracts, either by the acceptance of a purchase order or otherwise.

### 1.0 Warranty Reference Table (see below table for further details):

Product	Standard Warranty Period
Convion Chambers & Rooms, including local controller hardware and Convion Central Management Hardware <sup>1</sup>	24 months from date of substantial completion of installation or 26 months from date of shipment from factory, whichever comes first
Factory Retrofits	12 months from date of substantial completion of installation of project or 14 months from date of shipment from factory, whichever comes first
Convion and Argus Software	12 months from date of substantial completion of installation of project or 14 months from date of shipment from factory, whichever comes first
Argus Hardware	12 months from date of substantial completion of installation of project or 14 months from date of shipment from factory, whichever comes first

### 2.0 Warranty on Chambers, Rooms and Retrofits including Central Management Hardware:

Convion warrants that its chambers, rooms and Central Management hardware shall be free and clear from defects in material and workmanship under normal use and service during the Standard Warranty Period indicated in the Warranty Reference Table. During the Standard Warranty Period, Convion will replace or repair at its option, without charge, defective parts or equipment. The freight and labor charges incurred in replacing or repairing covered parts are included in the coverage provided by this warranty. Expedited shipping charges are the responsibility of the Purchaser. The Purchaser is responsible for all customs and duty charges where they apply.

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<sup>1</sup> See 2.1

Conviron's obligations under this warranty are void in their entirety if the equipment is improperly installed, or in any way abused, misused, neglected, or altered. The warranty does not cover damage resulting from external causes including accident (including but not limited to fire, explosion and flood), problems with electrical power, usage outside of specification or not in accordance with product instructions, modifications and alterations performed and not approved by Conviron, or cosmetic damage. The warranty does not cover defects, damages or errors resulting from service or repair provided by third-parties. This warranty shall not apply to parts which require replacement as a result of normal use, which include such parts as lamps and filters.

### **2.1 Warranty Eligibility for LED Lights:**

Like all lights incorporated into Conviron products, LED lights are supplied by third party producers. The extent of Conviron's warranty on LED lights shall in all cases be limited to the terms of warranty of their manufacturers. In the case of Fluence LED products, LED luminaire(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the LED luminaire(s) fail to illuminate or any standard finish or coating on a product shows cracking, peeling, excessive fading or corrosion defects during the warranty period. In the case of Valoya LED products, luminaire LED arrays will be considered to have a possible defect should in excess of 5% of individual LEDs fail to illuminate during the warranty period. Other suppliers will have different thresholds, and we encourage Conviron clients to seek clarification as they deem appropriate.

Please note conditions applicable to all warranties written below.

### **3.0 Warranty on Software:**

Conviron warrants that its software, if unaltered, will conform to specifications during the software Standard Warranty Period noted in the Warranty Reference Table. During the software Standard Warranty Period, Conviron will, at its sole option, make the software operate as warranted by making the necessary corrections, replacing the software with functionally equivalent software, or refunding the money paid by the Purchaser for the software upon return of all of copies of the software. Conviron does not warrant that any other defects will be corrected or that the operation of the software will be uninterrupted or error-free. Where the software cannot perform properly due to conflicts with Purchaser installed software or hardware, this software warranty shall not apply.

Conviron's obligations under this software warranty shall immediately cease in their entirety if the software is improperly installed, or in any way abused, misused, neglected, or altered. The warranty does not cover damage resulting from external causes including accident (including but not limited to fire, explosion and flood), problems with electrical power, usage outside of specification or not in accordance with product instructions, or third-party actions. Any reconfiguration or modification of the software without the prior consent of Conviron shall be considered tampering and will void the software warranty in its entirety.



The software warranty applies only if the purchaser is the original licensee of the software.

Please note conditions applicable to all warranties written below.

#### **4.0 Warranty on Argus Hardware:**

This warranty applies specifically to Argus hardware.

Convion warrants that Argus hardware, if unaltered, will conform to its specifications during the Argus hardware Standard Warranty Period indicated in the Warranty Reference Table. During the Argus hardware Standard Warranty Period, Convion will, at its sole option, repair or replace defective parts with new or refurbished parts without charge for labor or parts. The Purchaser is responsible for all freight, customs and duty charges. Convion's obligations under this warranty shall immediately cease in their entirety if the hardware is improperly installed, or in any way abused, misused, neglected, or altered. The warranty does not cover damage resulting from external causes including accident (including but not limited to fire, explosion and flood), problems with electrical power, usage outside of specification or not in accordance with product instructions, modifications and alterations affecting performance, third-party actions or cosmetic damage. Please note conditions applicable to all warranties written below.

#### **5.0 Conditions Applicable to All Warranties & the Sale of All Convion Products:**

All warranties apply only to chambers, rooms, and computer hardware and software (hereafter referred to as "Products" for the purpose of these Conditions Applicable to All Warranties) purchased from Convion.

Warranties do not cover defects or malfunction reported after the expiration of the warranty period.

A defect in any part of a Product shall not, when such part is capable of being repaired or replaced under any warranty, operate to allow the Purchaser to reject the Product or to allow the Purchaser any other remedy that would result in the Purchaser's purchase of the Product being effectively voided.

The replacement or repair provided herein shall be the sole remedy of the Purchaser or other person entitled to rely on any warranty. No warranties will apply after the expiration of the warranty period. Convion is providing these warranties in lieu of all other express or implied warranties. All warranties, guarantees and conditions in respect of Products supplied by Convion other than those expressly stated herein or otherwise agreed to by Convion in writing are expressly excluded, including the implied warranties of merchantability and fitness for a particular purpose.

CONVION (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, REGARDLESS OF THE CAUSE OF SUCH LOSS OR DAMAGE. THIS INCLUDES BUT IS NOT LIMITED TO LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, OR LOSS OR DAMAGE ARISING OUT OF THE EXISTENCE OF ANY FUNGI OR

ANY SPORES, MYCOTOXINS, ALLERGENS, ODORS, OR ANY OTHER SUBSTANCES, PRODUCTS OR BI-PRODUCTS PRODUCED BY, RELEASED BY, OR ARISING OUT OF THE CURRENT OR PAST PRESENCE OF FUNGI, MOLD OR MILDEW. CONVIRON'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DEVELOPMENT, MANUFACTURE, SALE, INSTALLATION, DELIVERY OR USE OF ANY PRODUCT(S), GOOD OR SERVICE, SHALL NEVER EXCEED THE PURCHASE PRICE OF THE INDIVIDUAL PRODUCT OR PRODUCTS GIVING RISE TO THE ALLEGED OR PROVEN LOSS. UNLESS OTHERWISE AGREED TO BY CONVIRON IN WRITING, ALL OF THE PROVISIONS CONTAINED IN ITS WARRANTIES SHALL SUPERSEDE ANY PRINTED CONDITIONS OF CONTRACT OR GENERAL RESERVATION WHICH MAY BE PRINTED IN ANY PAST OR FUTURE COMMUNICATION OR DOCUMENT FROM THE PURCHASER OR THE PURCHASER'S AGENT.

## 6.0 Software License for Convion & Argus Products

Hereafter, "Software" includes any software which accompanies, or forms part of, any Product sold by Convion, including but not limited to software installed on or forming part of its chambers, rooms, Central Management system, or Argus control systems.

Software is the property of Convion or its licensors and is protected by copyright law. While Convion continues to own or be the licensee of the Software, the Purchaser will have certain rights to use the Software after the Purchaser's acceptance of this License Agreement. Acceptance shall be deemed to have taken place when the Purchaser agrees to purchase or use any Product acquired by Convion. Except as may be modified by a license addendum, the Purchaser's rights and obligations with respect to the use of this Software are as follows:

### **THE PURCHASER MAY:**

- (i) use one copy of the Software on a single computer;
- (ii) copy the Software onto the hard disk of a computer and retain the original for archival purposes; and
- (iii) after written notice to Convion, transfer the Software on a permanent basis to another person or entity, provided the Purchaser retains no copies of the Software and that the transferee agrees to be bound by the terms of this License Agreement. The Purchaser's license shall be terminated at the time of transfer.

### **THE PURCHASER MAY NOT:**

- (i) copy the documentation which accompanies the Software;
- (ii) sub-license, sell, rent, lease or assign any portion of the Software;
- (iii) reverse engineer, decompile, disassemble, merge, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software; or
- (iv) use a previous version or copy of the Software after having received a disk replacement set or an upgraded version of the Software as a replacement of the prior version.