

Terms and Conditions for LDARtools Hardware Warranties

LDARtools, Inc. (“LTI”) warrants that the Hardware shall be free from defects in materials and workmanship, under normal intended use during the standard and/or the extended warranty period. This warranty applies only to Hardware manufactured by LTI. The standard warranty period is one (1) year from the original ship date unless otherwise specified. A purchased extended warranty may extend coverage on a Core Unit to a total of five (5) years from the original ship date, inclusive of the standard warranty period; an extended warranty does not extend coverage on any Level 1 Part, Accessory, or Wearable/Consumable part.

Warranty Coverage by Item Type

Warranty coverage depends on how an item is classified. Every item LTI sells falls into one of the categories below, and the category — not the item’s price, and not whether it is mounted inside the unit — determines the warranty period.

Category	What it is	Examples (not exhaustive)	Warranty period
Core Unit	The assembled instrument or enclosure manufactured by LTI, together with every component installed inside it that is not intended for field replacement.	phx42 analyzer; SpanBox enclosure, manifold, regulators and internal wiring; c2.	1 year from original ship date. Extendable to a total of 5 years by purchased extended warranty.
Level 1 Part	A serialized or part-numbered component LTI ships for installation in the field, by a certified technician or by the customer.	phx42 pump; phx42 battery; c2 adapter.	phx42 pump and phx42 battery: 12 months from ship date. c2 adapter: 12 months. All other Level 1 Parts: 90 days from ship date.
Accessory	An item sold with, or for use alongside, the Hardware that the Hardware does not require in order to operate — including a third-party device sold as part of a kit.	Chargers, carry cases, fill adapter, probes; the SpanBox headunit.	90 days from ship date. An extended warranty on a Core Unit does not extend an Accessory.
Wearable / Consumable	A part whose service life is consumed in normal use.	Glow plugs, external hoses, O-rings, filters, external wires and cables, external case finishes.	None, unless diagnosed as defective in material or workmanship.
Third-party manufactured	An item manufactured by another company and covered by that company’s warranty.	Pelican cases, GORUCK backpacks, Samsung Galaxy S25 and Xciel case.	Per that manufacturer. The customer contacts them directly.
phx21	All phx21 analyzers, pumps, parts and components.	—	None. End of life; parts availability is limited.

An item that is not named above is classified by the definitions in the second column. Where the classification of an item is not clear, LTI management will determine it and record the determination on the RMA before the repair is quoted; the recorded determination governs that repair.

phx21 Hardware

The phx21 reached end of life several years ago. New units are no longer available for purchase and parts availability is limited. No warranty is provided on phx21 analyzers, phx21 pumps, or any other phx21 part or component, whether purchased separately, supplied as a spare, or installed by LTI or by the customer.

Activating Warranty on phx42 Customer-Installed Parts

This warranty shall **only** apply if:

- (i) the person servicing holds a valid repair certification,
- (ii) a self-check is run on the analyzer in phxApp on the day the part is installed, with the part installed and its serial number entered as a comment on the submission screen — for example, “installed new pump, S/N 12345,”
- (iii) the replacement or a spare replacement part is shipped on the auto generated order,

The self-check is sent to the customer portal automatically when it completes, but it will not be reviewed unless a comment was entered on the submission screen. That submission is LTI’s record of the installation date; part installations are no longer entered separately in the customer portal.

Warranty Exclusions

This warranty shall **not** apply if:

- (i) the Hardware has been set up improperly or has been improperly installed or calibrated,
- (ii) the Hardware is operated in a manner that is not in accordance with the instruction manual(s) and/or user guide,
- (iii) the customer does not, in the case of analyzers, have a properly certified Technician available to report issues and perform onsite repairs,
- (iv) the customer does not report the issue to LTI — through a self-check submission where the Hardware supports one, or otherwise through the Customer Support Portal — complete with any applicable log files,
- (v) the Hardware is used for a purpose other than for which it was designed,
- (vi) the Hardware has been used in environmental conditions outside of those specified for the Hardware,
- (vii) the Hardware has been subject to any modification, alteration, or change by or on behalf of customer (except and unless the modification, alteration or change was the result of work done by an individual certified by the manufacturer to perform such work and the work was performed with the permission of the manufacturer),

- (viii) the defect or malfunction results from misuse or accident including internal contamination
- (ix) the serial number on the Hardware has been tampered with or removed,
- (x) the Hardware has not been maintained adequately
- (xi) repair of the Hardware results from acts of God or nature, terrorism, explosion, flood, fire, war, or riot, and
- (xii) the repair only provides hardware replacement, software or firmware updates, or upgrades that can be performed by the user onsite.
- (xiii) product is covered under another manufacturer's warranty such as the Pelican case, the GORUCK backpack, or the Samsung Galaxy S25 and Xciel case. Customer should contact the appropriate manufacturer for warranty claims.

This warranty is exclusive and LTI will not assume and hereby expressly disclaims any further warranties, whether express or implied, including, without limitation, any warranty as to merchantability, fitness for a particular purpose, non-infringement or any warranties arising from the course of performance, dealing, or usage of trade. LTI specifically makes no warranties as to the suitability of its Hardware for any particular application. LTI makes no warranties that its Hardware will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of its Hardware will be uninterrupted or error free, or that all defects in the Hardware will be corrected. LTI shall not be responsible for software, firmware, information, or memory data contained in, stored on, or integrated with any Hardware returned to LTI for repair, whether under warranty or not.

The following parts are considered to be "wearable/consumable" and are excluded under the Hardware Warranty Terms and Conditions unless they are diagnosed as having a defect in material or workmanship.

Wearable/consumable parts include but are not limited to: Glow plugs, External Hoses, O-rings, Filters, External wires/cables and external case finishes.

Title and Non-Infringement

LTI represents and warrants that it owns all right, title, and interest in, secured all necessary licenses, consents, permissions and releases for customer's use of the Hardware, and has authority to allow customers to use, in the manner contemplated by the Agreement, the Hardware sold to its customers; that the Hardware does not infringe and will not, when used by customers, infringe on the intellectual property rights of any other party, including, but not limited to any third party patents, trade secrets, copyrights, trademarks, services marks, trade names or other proprietary rights; that the Hardware complies with all applicable municipal, state, provincial, and federal laws, rules, or regulations.

Limitation of Liability

To the fullest extent allowed by law, LTI's obligation shall be limited to the repair or replacement of the Hardware. LTI shall in no event be liable for incidental, or consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or



other financial loss arising out of or in connection with the sale, installation, maintenance, use performance, failure, repair or interruption of any Hardware. Any responsibility and/or liability of LTI shall, in connection with a warranted Hardware, be limited in maximum amount to the original purchase price.

Warranty Repairs

In the event a defect in materials or workmanship is discovered and reported to LTI within the specified warranty period, LTI will, at its option, repair the defect or replace the defective Hardware. Replacement Hardware may be new or reconditioned units of any functionally equivalent model. LTI warrants any replaced or repaired Hardware for a period of ninety (90) days from the date of return shipment, or through the end of the original warranty period, whichever is longer. In the case of c2 adapters, replacements are under warranty for 1 year. Repair handling, QC, shipping and billing terms — including the terms that apply to repairs not covered by this warranty — are set out in the LDARtools Hardware Repair Policy.

To obtain repair or service on the Hardware, contact the Customer Service Department within the applicable warranty period to submit a return material authorization (RMA). Repairs returned without proper authorization will void the warranty and may incur an additional handling fee and/or delay in the repair. The customer is responsible to prepay all shipping costs to the repair center; return shipping is handled under the LDARtools Hardware Repair Policy. LTI may, at its option, send parts for on-site customer repair provided failed parts are returned within 3 weeks of replacement part ship date. Shipping of parts will be billed to end user. In the event that failed parts are not returned within 3 weeks domestically or 12 weeks internationally, with provided RMA print out, customer will be billed list price for parts received and shipping. LTI is not obligated in any way to send repair parts and may require return of equipment to a service center.

Governing Law

This warranty is governed by the laws of the State of Texas, excluding the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts located in Texas shall have exclusive jurisdiction over any dispute arising out of or in connection with this warranty.

To Obtain Service Call: (877) 788-1110
Email: support@ldartools.com
Web: www.ldartools.com