

COMAX II / II+ Laser Level Measurement Systems Limited Warranty

Courser Incorporated
802 County Route 64
Elmira, New York 14903

1. WARRANTY COVERAGE

Courser Incorporated (“Courser,” “we,” or “us”) warrants to the original purchaser (“Buyer”) that each new COMAX II+ Laser Level Measurement System (“System”), including the laser assembly, receiver assembly, and electronics enclosure with all factory-installed components, shall be free from defects in materials and workmanship under normal use and service for the warranty period specified herein.

This warranty applies to complete Systems shipped directly by Courser or through an authorized distributor, and covers the following assemblies as delivered from the factory:

- Laser transmitter assembly
- Receiver/scanner assembly
- Electronics enclosure, including all internal circuit boards, wiring, terminal block, power distribution components, and display
- Factory-supplied interconnection cables
- Factory-supplied mounting hardware

This warranty also applies to individual COMAX II and COMAX II+ replacement parts and components sold by Courser (“Parts”). Parts are warranted under the same terms and conditions set forth herein. Throughout this warranty, references to the “System” shall be understood to include Parts where the context permits.

References to “in writing,” “written,” or similar terms throughout this warranty shall include email correspondence between authorized representatives of Courser and the Buyer. Where a provision specifically requires a document signed by a duly authorized representative of Courser, the signature requirement shall be satisfied by a physical signature, a scanned signed document, or a qualified electronic signature on a separate document. Such signed documents may be delivered via email as an attachment, but the body of an email message alone does not constitute a signed document for such purposes.

2. WARRANTY PERIOD

This warranty is effective for a period of **one (1) year** from the date of shipment from Courser’s facility (the “Warranty Period”). The date of shipment shall be as documented on the shipping invoice or bill of lading issued by Courser.

For shipments made under EXW (Ex Works), FCA (Free Carrier), or other INCOTERMS® where the Buyer arranges pickup from Courser's facility, the Warranty Period shall commence on the date of shipment or **five (5) business days** after Courser notifies the Buyer that the goods are available for pickup, whichever is earlier.

3. BUYER'S REMEDIES

During the Warranty Period, Courser's sole obligation and Buyer's exclusive remedy for any breach of this warranty shall be, at Courser's option, to:

- (a) **Repair** the defective System, Part, or component at Courser's facility; or
- (b) **Replace** the defective System, Part, or component with a new or Courser-certified refurbished equivalent.

The decision to repair or replace, and whether the replacement is new or certified refurbished, shall be made by Courser in its sole discretion.

3.1 Warranty on Repaired and Replacement Items

Any System, Part, or component that has been repaired or replaced under this warranty — whether the replacement is new or certified refurbished — shall be warranted under the same terms and conditions set forth herein for a period of **six (6) months** from the date of shipment of the repaired or replacement item from Courser's facility, or until the end of the original Warranty Period, whichever is longer. All provisions of this warranty, including the exclusions and limitations set forth in Sections 5 through 7, shall apply to repaired and replacement items.

3.2 Return of Non-Defective Products

This warranty governs defective Products only. Returns of non-defective Products — including but not limited to orders placed in error, unwanted items, or Products that do not meet the Buyer's expectations — are not covered by this warranty and are governed exclusively by Courser's Terms and Conditions of Sale, which is a separate document. Non-defective returns are subject to restocking fees and other conditions as specified therein.

4. WARRANTY CLAIM PROCEDURE

IMPORTANT: No System, Part, component, or item of any kind may be returned to Courser without a valid Return Material Authorization (RMA) number issued by Courser. This requirement applies to all returns — warranty claims, advance replacement returns, and non-warranty service. Courser reserves the right to refuse any shipment received without a valid RMA number, or to return it to the Buyer unopened at the Buyer's sole expense. Courser assumes no responsibility or liability for items shipped without an RMA number.

To obtain warranty service, the Buyer must follow these steps in order:

- (a) **Contact Courser** — Notify Courser's COMAX Technical Support by telephone, email, or in writing within the Warranty Period. The Buyer should be prepared to provide the serial number of the System or Part, date of purchase, and a description of the

defect or failure. Email notifications must be acknowledged by Courser to be considered received; unacknowledged emails do not constitute valid notice under this warranty.

(b) **Obtain a Return Material Authorization (RMA) number** — After initial consultation, Courser will issue an RMA number authorizing the return. The RMA number must be clearly marked on the outside of the shipping container. An RMA number is valid for **thirty (30) days** from the date of issue; items not shipped within this period will require a new RMA.

(c) **Ship the item prepaid and insured** — The Buyer is responsible for all shipping and insurance costs to return the item to Courser’s facility. All items returned under an RMA must be insured for their full replacement value. The Buyer assumes all risk of loss or damage during transit to Courser. Courser shall have no liability for items that are lost, stolen, or damaged in transit, and any such loss shall not relieve the Buyer of its obligations under this warranty, including the obligation to return items under Section 4.2 (Advance Replacement). Failure to insure items for full replacement value is at the Buyer’s sole risk.

(d) **Packaging** — All returned items must be packaged in a manner adequate to protect them from damage during transit. Courser is not responsible for damage resulting from inadequate packaging.

4.1 Transportation Costs

(a) **Inbound shipping (Buyer to Courser)** — The Buyer shall bear all costs of shipping, freight, insurance (at full replacement value), and any other charges for the transportation of any item to Courser’s facility, regardless of whether the item is subsequently found to be defective.

(b) **Return shipping — defective items** — If the returned item is determined by Courser to be defective and covered under this warranty, Courser shall bear the cost of standard shipping to return the repaired or replacement item to the Buyer.

(c) **Return shipping — non-defective items** — If the returned item is determined by Courser not to be defective, or if the failure is attributable to a cause excluded from warranty coverage under Section 5, the Buyer shall bear all costs of return shipping. Courser will notify the Buyer of its findings and obtain authorization before returning the item at the Buyer’s expense.

4.2 Advance Replacement

At Courser’s discretion, Courser may ship a replacement System, Part, or component to the Buyer prior to receiving the defective item (“Advance Replacement”). The replacement may be new or Courser-certified refurbished, at Courser’s discretion. In such cases:

(a) **RMA for return of defective item** — Courser will issue an RMA number for the return of the defective item at the time the Advance Replacement is authorized. The RMA number must be clearly marked on the outside of the return shipping container.

(b) **Return of defective item — domestic Buyers** — The Buyer shall return the defective item to Courser, under the issued RMA, within **thirty (30) days** from the date of receipt of the Advance Replacement, at the Buyer’s expense for shipping and insurance at full replacement value.

(c) **Return of defective item — international Buyers** — For Buyers located outside the United States, the defective item must be shipped to Courser, under the issued RMA, within **thirty (30) days** from the date of receipt of the Advance Replacement. The Buyer must provide Courser with proof of shipment (carrier tracking number or equivalent shipping documentation) within the thirty (30) day period. The Buyer shall bear all costs of shipping, insurance at full replacement value, and any other charges associated with the return. International shipping terms are governed by Section 4.3.

(d) **Failure to return** — If the Buyer fails to return the defective item (or, for international Buyers, fails to provide proof of shipment) within the thirty (30) day period, Courser reserves the right to invoice the Buyer for the full replacement cost of the item, plus all transportation and delivery costs incurred by Courser in shipping the Advance Replacement to the Buyer. Payment shall be due within thirty (30) days of the date of invoice.

(e) **Condition of returned item** — The defective item must be returned in packaging adequate to protect it from damage during transit. Courser is not responsible for damage to the returned item resulting from inadequate packaging by the Buyer.

4.3 International Shipments

All international shipments related to warranty claims — whether inbound to Courser or outbound to the Buyer — shall be governed by the following terms. References to INCOTERMS® are per the International Chamber of Commerce INCOTERMS® 2020 rules.

4.3.1 Shipping Terms

(a) **Buyer to Courser (return shipments)** — All international return shipments shall be made **DAP** (Delivered at Place) **Courser Incorporated, 802 County Route 64, Elmira, New York 14903, USA**, INCOTERMS® 2020. The Buyer shall bear all costs and risks of transportation to Courser's facility. Courser shall serve as the importer of record for shipments entering the United States and shall handle U.S. customs clearance.

(b) **Courser to Buyer (repaired or replacement shipments)** — All international outbound shipments of repaired or replacement items shall be made **DAP** (Delivered at Place) to the Buyer's designated delivery address, INCOTERMS® 2020. Courser shall bear all costs and risks of transportation to the Buyer's facility, including export clearance from the United States. The Buyer shall serve as the importer of record in the destination country and shall be responsible for all import clearance, duties, taxes, and fees in the destination country.

4.3.2 Customs Classification and Invoicing

(a) **Product classification** — COMAX II and COMAX II+ Systems and components shall be classified under the following Harmonized System codes:

Complete System or major assemblies: HTS 9026.10.7000

Individual parts and accessories: HTS 9026.90.0000

(b) **Return shipments to Courser (Buyer to U.S.)** — Items returned for warranty evaluation or repair shall be declared under **HTS 9801.00.10** (U.S. goods returned) as a secondary classification alongside the applicable product code from (a) above. It is the

Buyer's responsibility to ensure proper declaration on all shipping and customs documentation.

(c) **Repaired items returned to Buyer (U.S. to Buyer)** — Courser will declare repaired items for U.S. export under **Schedule B 9801.10.0000**. Courser's commercial invoice for warranty repairs will state: *"No charge: Warranty Repair — Value for Customs purposes only"* and will show the value of the repair performed. For non-warranty repairs, the commercial invoice will reflect the transaction value. The applicable U.S. HTS classification for goods returned after repair is:

HTS 9802.00.40 — Repairs or alterations made pursuant to a warranty

HTS 9802.00.50 — Repairs or alterations not made pursuant to a warranty

The Buyer's customs broker should consult the destination country's tariff schedule for equivalent duty-relief provisions for goods returned after repair.

(d) **Replacement parts** — New or certified refurbished replacement parts shipped by Courser (including advance replacements under Section 4.2) shall be classified under the applicable product code from (a) above and invoiced at cost, with the notation: *"Warranty replacement — value declared for Customs purposes only"* where no charge is made.

4.3.3 Customs Duties and Buyer's Responsibility

(a) The Buyer is solely responsible for compliance with all import and export regulations, customs declarations, and duty obligations in the Buyer's country, including the engagement of qualified customs brokers or freight forwarders as necessary.

(b) Courser shall bear any U.S. customs duties on items returned for warranty evaluation or repair in the event duty-free treatment under HTS 9801.00.10 is not obtained.

(c) The Buyer shall bear all import duties, taxes, value-added taxes (VAT), and customs fees imposed by the destination country on repaired or replacement items shipped by Courser, including for shipments where Courser bears the transportation cost under warranty.

(d) Courser will include appropriate customs declarations and repair value documentation with all outbound warranty shipments. Any additional documentation required by the Buyer's country is the Buyer's responsibility to arrange.

(e) Any customs duties, fines, penalties, or storage charges incurred as a result of incorrect classification, incomplete documentation, or failure to clear shipments by the Buyer or the Buyer's agents shall be the sole responsibility of the Buyer.

5. EXCLUSIONS AND LIMITATIONS

This warranty does not cover, and Courser shall have no obligation with respect to, any failure, defect, or damage arising from or attributable to:

(a) **Improper installation** — Installation that does not conform to the procedures and specifications set forth in the applicable COMAX product documentation, including but

not limited to incorrect wiring, inadequate grounding, improper mounting, or failure to observe published electrical and environmental requirements.

(b) **Misuse, abuse, or neglect** — Operation outside published specifications, exposure to conditions exceeding published environmental ratings, physical impact, dropping, or failure to perform routine maintenance as described in the applicable product documentation.

(c) **Misapplication** — Use of the System or Part in an application, environment, or process for which it was not designed or for which it is not suited, including but not limited to installations where process conditions, temperatures, pressures, or chemical exposures exceed published capabilities.

(d) **Unauthorized modification or repair** — Any alteration, modification, disassembly, or attempted repair performed by anyone other than Courser or a Courser-authorized service representative, including but not limited to modification of firmware, replacement of circuit boards with non-factory components, or alteration of wiring.

(e) **External causes** — Power surges, lightning, electrical transients, flooding, fire, corrosive atmospheres beyond published specifications, acts of God, or any other cause external to the System or Part.

(f) **Normal wear and tear** — Gradual deterioration of components through normal aging and use, including but not limited to optical window contamination requiring routine cleaning.

(g) **Consumable and expendable items** — Items identified in the applicable product documentation as requiring periodic replacement due to normal use.

(h) **Interconnection with third-party equipment** — Damage or failure caused by connection to or interaction with equipment, cabling, or power supplies not provided by Courser, where such connection is the proximate cause of the failure.

(i) **Process conditions** — Degradation of optical surfaces due to chemical attack, abrasive particulate, or other process-related environmental conditions at the installation site.

(j) **Cosmetic damage** — Scratches, dents, or cosmetic deterioration that do not affect the functional performance of the System or Part.

5.1 Warranty Claim Denial — Bench Fee and Buyer's Responsibility for Costs

All items returned under a valid RMA are subject to evaluation and diagnosis by Courser. Courser charges a standard bench fee for this evaluation. The bench fee is a non-refundable minimum charge that applies regardless of whether the item is found to be defective or whether the Buyer elects to proceed with repair.

(a) **Defective items covered under warranty** — If the item is determined to be defective and covered under this warranty, the bench fee shall be waived and the item will be repaired or replaced at no charge to the Buyer in accordance with Section 3.

(b) **Non-warranty items** — If Courser determines that the failure or damage was caused by any of the excluded conditions listed in this Section 5 — including but not limited to

misuse, abuse, misapplication, unauthorized modification, or improper installation — the warranty claim shall be denied and the Buyer shall be responsible for:

- (i) The standard bench fee for evaluation and diagnosis;
- (ii) All costs of repair, if the Buyer elects to have the item repaired on a non-warranty basis — the bench fee shall be credited toward the total repair charges;
- (iii) All inbound and return shipping, freight, insurance, customs duties, and related transportation costs; and
- (iv) If an Advance Replacement was provided under Section 4.2 prior to Courser's determination, the full replacement cost of the Advance Replacement item, plus all transportation and delivery costs incurred by Courser in shipping it to the Buyer.

Courser will notify the Buyer of its findings and provide a cost estimate before proceeding with any billable repair. If the Buyer declines repair, the bench fee remains due and the item will be returned to the Buyer at the Buyer's expense, or disposed of at the Buyer's written direction.

6. DISCLAIMER OF WARRANTIES

THE WARRANTY SET FORTH IN SECTION 1 IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY COURSER WITH RESPECT TO THE SYSTEM AND PARTS. COURSER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO EMPLOYEE, AGENT, DEALER, OR DISTRIBUTOR IS AUTHORIZED TO MODIFY OR EXTEND THIS WARRANTY OR TO MAKE ANY ADDITIONAL WARRANTY ON BEHALF OF COURSER.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO BUYER. IN SUCH JURISDICTIONS, IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD STATED IN SECTION 2, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL COURSER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE, COST OF SUBSTITUTE EQUIPMENT, PRODUCTION DOWNTIME, OR DAMAGES ARISING FROM BUSINESS INTERRUPTION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), EVEN IF COURSER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COURSER'S TOTAL CUMULATIVE LIABILITY TO BUYER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SYSTEM OR PARTS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC SYSTEM OR PART GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO BUYER.

8. INSPECTION AND ACCEPTANCE

Buyer shall inspect all items promptly upon receipt and shall notify Courser in writing within ten (10) business days of receipt of any shipping damage, shortage, or nonconformity apparent upon reasonable inspection. Failure to provide timely notice shall constitute acceptance of the items as delivered and shall waive any claim for such damage, shortage, or nonconformity, except for latent defects not discoverable by reasonable inspection.

9. GOVERNING LAW AND JURISDICTION

This warranty shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising under or in connection with this warranty shall be subject to the exclusive jurisdiction of the state and federal courts located in Chemung County, New York. The parties consent to personal jurisdiction in such courts.

10. GENERAL PROVISIONS

(a) **Entire Agreement** — This warranty constitutes the entire warranty agreement between Courser and the Buyer with respect to the System and Parts and supersedes all prior or contemporaneous warranties, representations, and agreements, whether written or oral.

(b) **Amendment** — This warranty may not be modified or amended except in writing signed by duly authorized representatives of Courser and the Buyer.

(c) **Severability** — If any provision of this warranty is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(d) **Assignment** — This warranty is personal to the original Buyer and may not be assigned or transferred to any third party without the prior written consent of Courser. Any purported assignment without such consent shall be void.

(e) **Waiver** — The failure of Courser to enforce any provision of this warranty shall not constitute a waiver of its right to enforce that or any other provision in the future.

(f) **Force Majeure** — Courser shall not be liable for any delay or failure to perform its obligations under this warranty due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, pandemics, or supply chain disruptions.

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802 County Route 64
Elmira, New York 14903

Effective for COMAX II and COMAX II+ Systems and Parts shipped on or after January 1, 2025.

Document Revision: 2.2

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.