

CUSTOMER WARRANTY

Limited Product Warranty

Thermal Imaging Cameras, Lens Assemblies, and Optical Components

EFFECTIVE DATE
August 19, 2026

REVISION
A

APPLIES TO
Products shipped on/after effective date

AT A GLANCE | Two-year coverage for enclosed LWIR and MWIR thermal cameras and LightPath thermal imaging lens assemblies, including LWIR lens assemblies; one-year manufacturing-defect coverage for individual lenses, optical windows, and LightPath-applied thin-film coatings; five-year coverage for the eligible long-life Integrated Dewar Cooler Assembly (IDCA); and two-year LightPath workmanship coverage for open-frame products, subject to the integration conditions below.

1. Scope and applicability

This Limited Product Warranty ("Warranty") is issued by the LightPath Technologies, Inc. entity or affiliate identified on the applicable quotation or order acknowledgement ("LightPath") and applies to LightPath thermal imaging camera products; thermal imaging lens assemblies, including LWIR lens assemblies; individual optical elements, including lenses and windows; and LightPath-applied thin-film coatings (each, a "Product"), shipped on or after the Effective Date. It is intended for commercial, industrial, defense, aerospace, and government customers and applies only to the original purchaser identified in LightPath's accepted order ("Buyer") and any program or end user expressly identified in that order. This Warranty applies only to Products purchased directly from LightPath or from a LightPath-authorized distributor or representative. It creates no rights in, and confers no benefit on, any other person, including any integrator, lessee, subsequent purchaser, or end user not so identified; there are no third-party beneficiaries to this Warranty.

This Warranty supplements LightPath's applicable Terms and Conditions of Sale. If a mutually executed contract or a specific warranty term in LightPath's accepted quotation or order acknowledgement conflicts with this Warranty, that specifically negotiated written term controls. Any different or additional warranty term in a buyer-issued document is rejected unless expressly accepted in writing by an authorized LightPath representative.

LightPath incorporates this Warranty by reference into its quotations, order acknowledgements, and invoices, and makes the current version available on request and at the location identified in the applicable quotation. The version in effect on the date LightPath accepts an order governs that order.

2. Limited warranty and coverage periods

Subject to the conditions, exclusions, and limitations below, LightPath warrants that each covered Product will be free from defects in materials and LightPath workmanship and will conform to LightPath's applicable written technical specification for the Product in effect on the date LightPath accepted the applicable order, in each case under normal use and service during the applicable Warranty Period. Conformance is determined by LightPath's standard acceptance-test procedures performed at a LightPath facility under the ambient and test conditions stated in that specification. Datasheets, catalogs, preliminary or draft specifications, marketing materials, and range, detection, or performance models are not technical specifications for purposes of this Warranty.

PRODUCT CATEGORY	WARRANTY PERIOD	COVERAGE / SPECIAL CONDITION
New enclosed LWIR camera systems	Two (2) years	Complete LightPath camera assembly: defects in LightPath materials or workmanship and nonconformance to applicable written specifications.

PRODUCT CATEGORY	WARRANTY PERIOD	COVERAGE / SPECIAL CONDITION
Other enclosed thermal camera systems	Two (2) years	Complete LightPath camera assembly, unless an accepted order states a different component-specific period.
Cooled cameras sold with the eligible long-life cooler option	IDCA: Five (5) years Remainder: Two (2) years	Five years applies only to the Integrated Dewar Cooler Assembly identified as the long-life option in LightPath's accepted order. All remaining camera components carry two-year coverage.
Open-frame cameras, cores, and modules	Two (2) years	LightPath workmanship as delivered. Integration, housing, environmental protection, and system-level performance are the integrator's responsibility.
Thermal imaging lens assemblies (including LWIR)	Two (2) years	Complete LightPath lens assembly as delivered: defects in LightPath materials or workmanship and nonconformance to applicable written optical and mechanical specifications. Integration into the Buyer's system remains subject to Sections 4 and 5.
Individual optical elements (including lenses and windows) and LightPath-applied thin-film coatings	One (1) year	Manufacturing defects in LightPath-supplied optical elements or LightPath-applied coatings, as delivered, including nonconformance to applicable written optical, dimensional, or coating specifications. Customer-furnished substrate defects and damage caused by handling, cleaning, mounting, environmental exposure, or integration are excluded under Sections 4 and 5.

Five-year IDCA coverage is component-specific and does not extend the two-year warranty on any other camera part. Published or quoted mean time between failures (MTBF), cooler-life, reliability, and expected-service-life values are statistical planning estimates—not separate warranties or guarantees of failure-free operation.

Critical applications. Products are not designed, tested, or warranted for use in life-support, life-sustaining, nuclear, or other applications in which failure of the Product could reasonably be expected to result in death, personal injury, or severe property or environmental damage. Any such use is at the Buyer's sole risk, and the Buyer will indemnify, defend, and hold LightPath harmless from all claims, losses, and costs arising from such use.

Firmware and software. Firmware and software supplied with or embedded in a Product are licensed, not sold, and are warranted only to substantially conform to LightPath's applicable written documentation. LightPath does not warrant uninterrupted or error-free operation, and the Buyer's sole remedy for nonconformity is a correction, update, or reasonable workaround supplied by LightPath. Open-source components are governed solely by their applicable licenses.

Security. LightPath does not warrant that a Product, its firmware, or any interface is secure against unauthorized access, interception, tampering, or compromise. Network architecture, access control, monitoring, and cybersecurity are the Buyer's responsibility.

3. Warranty start date and eligibility

The "Warranty Start Date" is the date LightPath ships the Product, as shown in LightPath's shipment record, packing list, or commercial invoice. The applicable Warranty Period runs continuously from that date. Storage, delayed installation, integration, commissioning, acceptance testing, or deployment does not postpone, suspend, extend, or toll the Warranty Period unless LightPath expressly agrees otherwise in a written amendment to the accepted order. Notwithstanding the foregoing, if shipment is delayed at the Buyer's request or due to the Buyer's act or omission, the Warranty Start Date is the date LightPath notifies the Buyer that the Product is ready to ship.

- Coverage requires full and timely payment and compliance with the accepted order and LightPath Terms and Conditions of Sale.
- The Buyer must retain the order or invoice, part and serial numbers, shipment record, and reasonably available operating and fault records.
- Except for an approved original equipment manufacturer (OEM) program or identified end user, this Warranty may not be assigned or transferred without LightPath's prior written consent.

4. Open-frame, lens-assembly, and optical-component integration

Open-frame cameras, cores, modules, lens assemblies, individual optical elements, optical windows, and coated optics are supplied for integration into a buyer- or third-party-designed system. Unless the accepted order expressly states otherwise, these Products do not include a LightPath-designed and qualified system-level environmental enclosure. For these Products, LightPath's warranty for the applicable period stated in Section 2 is limited to defects in LightPath materials and workmanship as the Product was delivered. LightPath does not warrant the performance, environmental integrity, reliability, or fitness of the completed third-party system or integration.

INTEGRATION CONDITION | Warranty coverage for an open-frame, lens-assembly, optical-component, or coated-optic Product does not apply to any failure or damage caused by, materially contributed to by, or reasonably attributable to the integration, enclosure, housing, mounting, cleaning, or operating environment, as determined through LightPath's reasonable technical evaluation. Upon written request, LightPath will provide a summary of its findings. Coverage for the remainder of the Product continues to the extent unaffected by the excluded cause.

Integration responsibility includes, without limitation:

- housing and enclosure design; ingress protection, sealing, venting, desiccation, contamination control, and corrosion prevention;
- thermal management, heat sinking, airflow, cooler exhaust, and operation within published temperature and duty-cycle limits;
- power quality, voltage/current limits, grounding, bonding, polarity, surge protection, electrostatic discharge (ESD), and electromagnetic interference/compatibility (EMI/EMC);
- cables, connectors, pinouts, communications, video interfaces, network configuration, software, firmware, and third-party control logic;
- mounting, mechanical loading, shock, vibration, alignment, boresight, and isolation from platform-induced loads; and
- handling, installation, maintenance, environmental qualification, and compliance with LightPath interface control documents, drawings, specifications, and instructions.

As a condition of warranty review for an open-frame, lens-assembly, optical-component, or coated-optic Product, the Buyer must provide reasonably requested integration information, including optical and mechanical interfaces, housing and mounting details, mounting torque, cleaning history, power and interface configuration, thermal design, environmental conditions, photographs, logs, and troubleshooting results sufficient for LightPath to evaluate root cause. If the requested information is not provided within thirty (30) days after LightPath's written request, LightPath may close the applicable Return Material Authorization ("RMA"), deem the claim not covered, and return the Product at the Buyer's expense.

5. Conditions and exclusions

This Warranty applies only to defects arising under normal use and service. It does not cover:

- **Improper use, handling, or care.** Misuse, abuse, neglect, accident, inadequate storage or maintenance, shipping damage after risk of loss passes to the Buyer, improper installation, or operation contrary to LightPath documentation.
- **Unauthorized work or alteration.** Disassembly, modification, adjustment, repair, component substitution, or software/firmware alteration by anyone other than LightPath or its expressly authorized service provider.
- **Electrical, mechanical, or environmental damage.** Improper power or polarity, surge, lightning, ESD, overheating, fire, liquid ingress, corrosion, condensation, contamination, impact, excessive shock or vibration, mechanical stress, or exposure outside published limits.
- **Integration and interoperability.** Failure, incompatibility, or damage caused by a third-party platform, enclosure, gimbal, pan-tilt unit, power supply, cable, connector, network, software, firmware, or other item not supplied and warranted by LightPath.

- **Optical surfaces, coatings, components, and lens integration.** Scratches, abrasion, contamination, coating damage, or performance degradation caused by improper cleaning, handling, storage, mounting, clamping, torque, alignment, sealing, environmental exposure, or contact with adhesives, solvents, lubricants, or other substances; or use outside LightPath's specified optical, mechanical, electrical, spectral, temperature, shock, or vibration limits.
- **Maintenance, wear, and appearance.** Routine cleaning, maintenance, alignment, boresight, calibration, commissioning, configuration, updates, normal wear, consumables, or cosmetic conditions that do not materially affect performance.
- **Third-party items or lost traceability.** Customer-furnished material; third-party hardware, software, or services; or a Product with a missing, altered, or obscured serial number, label, or tamper-evident seal. Any transferable manufacturer warranty applies to third-party items.
- **No-fault-found and performance expectations.** A Product that meets its written specifications, or a claim based solely on marketing materials, range models, predicted detection/recognition/identification performance, environmental assumptions, or performance of the Buyer's completed system, unless the applicable criterion was expressly included in the accepted order.
- **Inadequate shipping container.** If LightPath determines that the packaging used for an RMA return is inadequate, LightPath will notify the Buyer and quote a replacement shipping container. If the Buyer declines the replacement shipping container, warranty coverage for the Product will be void.
- **Burden of proof.** The Buyer bears the burden of establishing that a claimed failure results from a defect covered by this Warranty.

6. Exclusive remedy and repaired-product coverage

If LightPath determines that a timely returned Product has a defect covered by this Warranty, LightPath will, at its sole option, repair the Product or replace it with a new, refurbished, or functionally equivalent Product or component. This repair-or-replacement remedy is the Buyer's sole and exclusive remedy for breach of this Warranty. LightPath may update firmware, apply engineering changes, or use functionally equivalent parts that do not materially reduce the warranted performance.

LightPath is entitled to a reasonable number of repair or replacement attempts. The exclusive remedy stated above will not be deemed to have failed of its essential purpose so long as LightPath remains willing and able to repair or replace a Product determined to have a covered defect.

- A Product or component repaired or replaced under warranty is covered for the longer of (i) ninety (90) days from LightPath's return shipment or (ii) the unexpired portion of the original applicable Warranty Period. Repair or replacement does not restart the original Warranty Period for the Product or its other components.
- A paid, out-of-warranty repair is warranted for ninety (90) days from LightPath's return shipment against defects in LightPath materials and workmanship solely for the specific repair performed.
- Parts removed during repair become LightPath property unless otherwise agreed in writing.
- Warranty service covers parts and LightPath depot labor only. It does not include field service, troubleshooting at the installation site, access, retrieval, removal, dismantling, de-installation, re-installation, integration, alignment, recommissioning, substitute equipment, system downtime, travel, lodging, premium labor, taxes, duties, brokerage, or other associated costs.

This Warranty creates no obligation to recall, retrofit, upgrade, rework, or remediate any fleet, lot, installed base, or other Product not individually returned under Section 7, and no liability for the cost of any such campaign, cover, or reprocurement, regardless of failure rate or any claim of a systemic or epidemic defect. Repair turnaround times are estimates only, are not warranted, and do not give rise to liability for turnaround time, downtime, or delay.

7. Warranty claim and RMA procedure

The Buyer must notify LightPath in writing of a suspected defect within thirty (30) days after the Buyer discovers, or reasonably should have discovered, it, but in no event later than thirty (30) days after the applicable Warranty Period expires. Before returning a Product, the Buyer must obtain a written Return Material Authorization (RMA) number. LightPath must receive the Product within sixty (60) days after the RMA is issued, or the RMA will be void. These time periods are conditions of coverage, not merely procedural requirements.

Issuance of an RMA number authorizes evaluation only and is not an admission that a defect exists or that the Product is covered by warranty.

- Provide the Buyer name, LightPath order or invoice number, Product model or part number, serial number, shipment date, operating hours when available, a detailed fault description, and the results of reasonable troubleshooting.
- For integrated, open-frame, lens-assembly, optical-component, or coated-optic Products, provide the reasonably requested optical, electrical, mechanical, thermal, environmental, software/firmware, housing, mounting, cleaning, and installation information needed to evaluate root cause.
- Use the original shipping container or equivalent protective packaging. Clearly mark the RMA number on the shipping label and all accompanying paperwork. Products returned without authorization or adequate packaging may be refused, delayed, or denied warranty coverage.
- The Buyer is responsible for inbound freight, insurance, and risk of loss or damage in transit. If LightPath validates a covered defect, LightPath will pay standard outbound freight to the original ship-to destination. Expedited freight, special handling, duties, taxes, brokerage, and delivery to another destination are the Buyer's responsibility unless LightPath agrees otherwise in writing.
- If LightPath finds no covered defect, the Buyer is responsible for evaluation, testing, repair, storage, and return-shipping charges. LightPath will not perform non-warranty repair without the Buyer's written authorization or purchase order.
- LightPath may require a purchase order or prepayment at its then-current published service rates before performing any evaluation. If the Buyer fails to authorize disposition or pay applicable charges within ninety (90) days after LightPath's written notice, LightPath may dispose of the Product without further liability or obligation.

8. Data, configuration, and international returns

Before return, the Buyer must back up non-standard settings and remove or sanitize classified, controlled, confidential, proprietary, personal, or mission data. Evaluation or repair may require a memory reset, firmware update, calibration, or replacement of storage or electronics. LightPath is not responsible for loss, alteration, or disclosure of data or configuration remaining on a returned Product, except to the extent a separate written agreement expressly provides otherwise. By returning a Product, the Buyer represents that no classified, export-controlled, personal, or other protected data remains on it and agrees to indemnify, defend, and hold LightPath harmless from any claim, loss, cost, penalty, or regulatory action arising from data remaining on the returned Product.

Products and related technical data may be controlled under United States or other export-control laws. The Buyer must coordinate any international return with LightPath before shipment and is responsible for required export, re-export, import, customs, classification, marking, and licensing actions and for accurate shipping documentation. An RMA does not authorize an export or re-export. LightPath may refuse, hold, or return any shipment pending satisfactory classification, documentation, or licensing, without liability for the resulting delay.

9. Disclaimer of other warranties and limitation of liability

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED HEREIN, LIGHTPATH MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE, REPRESENTATION, MARKETING MATERIAL, SAMPLE, RANGE ESTIMATE, OR COURSE OF DEALING CREATES OR EXPANDS A WARRANTY UNLESS EXPRESSLY INCLUDED IN A WRITTEN AGREEMENT ACCEPTED BY AN AUTHORIZED LIGHTPATH REPRESENTATIVE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIGHTPATH WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, OR CONSEQUENTIAL DAMAGES; LOSS OF USE, REVENUE, PROFIT, DATA, MISSION AVAILABILITY, OR BUSINESS OPPORTUNITY; SUBSTITUTE EQUIPMENT; OR RETRIEVAL, REMOVAL, REINSTALLATION, INTEGRATION, OR RECOMMISSIONING COSTS, REGARDLESS OF THEORY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIGHTPATH'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO A PRODUCT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY, STATUTE, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT ACTUALLY PAID TO LIGHTPATH FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY TO LIGHTPATH AND ITS AFFILIATES, SUPPLIERS, AND SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF AN EXCLUSIVE REMEDY'S ESSENTIAL PURPOSE.

ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS WARRANTY OR A PRODUCT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, TO THE MAXIMUM EXTENT PERMITTED BY THE GOVERNING LAW IDENTIFIED IN THE APPLICABLE LIGHTPATH TERMS AND CONDITIONS OF SALE.

Some jurisdictions do not permit certain warranty exclusions or liability limitations. In those jurisdictions, these provisions apply only to the maximum extent permitted by law and do not limit non-waivable statutory rights.

10. Administration and order of precedence

No waiver, amendment, extension, or exception to this Warranty is effective unless stated in a writing accepted by an authorized LightPath representative. If any provision is held unenforceable, it will be modified only to the minimum extent necessary, and the remaining provisions will continue in effect. Governing law, dispute resolution, export compliance, and other commercial terms are controlled by the applicable LightPath Terms and Conditions of Sale and accepted order.

Sections 5, 6, 8, and 9 survive expiration of the applicable Warranty Period and the completion, expiration, or termination of the accepted order. No Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), or other government-contract clause is incorporated into this Warranty unless expressly included in LightPath's accepted order. This Warranty does not, by itself, incorporate any FAR warranty clause or any higher-level contract quality requirement under FAR 52.246-11.

Warranty service: contact [LightPath Customer Support](#) or your [LightPath representative](#).