

TERMS & COMMITMENTS

Warranty & Service Level Agreement

Hardware warranty terms, SLA definitions, and support tier commitments.

ARQ CONTROLS · INDUSTRIAL ENERGY CONTROL

SLA

W01: Limited hardware warranty

1. Parties & definitions

- **ARQ Controls:** ARQ Controls Inc.
- **EMS Hardware:** ARQ Controls EMS controller units.
- **Modules:** converters, protocol gateways, IO modules, comms adapters, and similar add-ons supplied by ARQ Controls.
- **Accessories:** cables, power supplies, antennas, and similar ancillary items.
- **Customer:** the purchaser or end user recorded in the ARQ Controls commissioning register.

2. Warranty periods (from commissioning date)

- EMS Hardware: 12 months
- Modules: 6 months
- Accessories: 90 days

3. Extended warranty (EMS Hardware only)

- An additional 24 months (36 months total) may be purchased at 15% of the EMS unit purchase price.
- Must be purchased within 30 days of the original invoice date.
- Same terms. No extension for Modules or Accessories.

4. Coverage & remedy

ARQ Controls warrants that Products will be free from defects in materials and workmanship under normal, intended use. For valid claims within the applicable period, ARQ Controls may, at its discretion:

- a. Repair the Product (using new or refurbished parts).
- b. Replace it with a new or refurbished Product of equal or better specification.
- c. Refund the purchase price paid for that Product.

W01: Limited hardware warranty (continued)

5. Exclusions

This warranty does not cover:

- Surge or lightning damage, grid transients, fire, liquid ingress, abuse, or accident.
- Improper installation or commissioning, incorrect wiring, or operation outside specification.
- Tampering, modification, or use of firmware or software not supplied or approved by ARQ Controls.
- Normal wear and tear, cosmetic damage, consumables.
- Indirect or consequential loss (including lost production, data, or profits).

6. Customer responsibilities

- Ensure installation and commissioning by suitably qualified personnel in compliance with applicable electrical codes and local regulations.
- Maintain adequate surge and lightning protection.
- Provide proof of purchase or commissioning and serial numbers when lodging a claim.
- Follow the RMA procedure and ship units safely packaged.

7. RMA / claim procedure

- a. Log a ticket at info@arqcontrols.com or via the support portal with serials, invoice, fault details, and any logs or photos.
- b. ARQ Controls will issue an RMA number if the claim is approved.
- c. Shipping: Customer pays inbound freight to ARQ Controls. ARQ Controls pays return freight.
- d. Customs and duties, if applicable: Customer is responsible unless otherwise agreed in writing.
- e. Target turnaround: 10 business days from receipt, excluding shipping delays.

8. Limitation of liability

ARQ Controls' total liability is limited to the purchase price of the affected unit. ARQ Controls is not liable for indirect, incidental, special, or consequential damages.

9. Transferability

The warranty is transferable. ARQ Controls tracks the commissioning date, so any remaining term follows the Product.

10. Governing law & jurisdiction

This warranty is governed by the laws of the State of California. Venue: courts of competent jurisdiction in San Diego County, California. The parties may first attempt to resolve disputes through mediation or arbitration, if mutually agreed.

11. Severability & entire agreement

If any clause is held invalid, the remainder remains effective. This document constitutes the entire warranty agreement for the Products.

Annexure A: RMA form

FIELD	DETAILS
RMA # (issued by ARQ Controls)	
Company / contact	
Address / phone / email	
Product type / serial no.	
Invoice # / date	
Commissioning date	
Fault description	
Actions already taken / logs attached	
Packaging confirmed (Yes / No)	

Annexure B: Extended warranty election

FIELD	DETAILS
EMS unit serial	
Invoice # / date	
Extended warranty fee (15%)	
Purchase date ($\leq$ 30 days from invoice)	
Customer signature / PO ref	

SLA-00: Community / free tier

Service description. Access to ARQ Controls dashboards, basic monitoring, and community / online documentation. No guaranteed uptime or response times.

Availability. Best effort only. No contractual uptime commitment. Planned maintenance may occur without prior notice.

Support. Email / ticket (info@arqcontrols.com), Mon–Fri 08:00–17:00 PST (excluding US federal holidays). No guaranteed response or resolution times.

Data retention & backups. Online retention 3 months rolling. No guaranteed backups. Recovery is best effort.

Customer obligations. Provide stable internet connectivity at sites, timely information for troubleshooting, and maintain device firmware as instructed.

Changes & termination. ARQ Controls may change or terminate Free Tier services at its discretion with 30 days notice.

Liability & force majeure. No service credits apply. ARQ Controls is not liable for losses arising from downtime or defects in the Free Tier.

SLA-01: Standard (paid) tier

Service scope. Monitoring, alerting, reports, and remote-control functions (as licensed). Standard API access.

Availability commitment. 99.5% monthly uptime (excluding Planned Maintenance and Force Majeure).

Support. Email, client portal, WhatsApp. Mon–Fri 07:00–19:00 PST. After-hours on-call for Severity 1 only.

SLA-01: Standard tier (continued)

Severity definitions & response targets

SEVERITY	EXAMPLES	RESPONSE	WORKAROUND	RESOLUTION
Sev 1, Critical	Control path down, > 15 min site offline	2 h	4 h	8 h
Sev 2, Major	Data gap > 30 min, critical report failure	4 h	1 bus. day	1 bus. day
Sev 3, Minor	UI bug, non-critical function	1 bus. day	–	5 bus. days
Sev 4, Request	Feature request, how-to	Queue	–	Queue

Service credits. If monthly uptime falls below 99.5%: 2% of the monthly fee per full 30 minutes of excess downtime, capped at 25% of that month's fee. Credits applied to the next invoice, no cash refunds.

Planned maintenance. Window Sundays 01:00–03:00 PST. Notice at least 48 hours via email or portal. Emergency maintenance may occur with shorter notice to protect platform integrity.

Data retention & backups. Online retention 24 months. Daily backups, restore target within 24 hours of request.

Exclusions. Downtime due to the Customer's networks, ISP issues, power failures, or their changes is excluded. Force Majeure events are excluded.

On-site support. Not included. Billed at agreed rates (for example, hourly rate plus mileage) upon Customer approval.

Term & termination. 12-month term, auto-renews unless terminated with 30 days written notice.

SLA-02: Premium / Enterprise tier

Service scope. All Standard features plus enhanced availability, support, and retention. May include dedicated account management by agreement.

Availability commitment. 99.9% monthly uptime (excluding Planned Maintenance and Force Majeure).

Support. 24/7 phone / WhatsApp, email, portal. 24/7 with a dedicated escalation path.

Severity definitions & response targets

SEVERITY	RESPONSE	WORKAROUND	RESOLUTION
Sev 1, Critical	30 min	2 h	4 h
Sev 2, Major	1 h	8 h	8 h
Sev 3, Minor	1 bus. day	–	3 bus. days
Sev 4, Request	Priority queue	–	Roadmap review

Service credits. For uptime below 99.9%: 3% of the monthly fee per full 30 minutes of excess downtime, capped at 35% of that month's fee.

Planned maintenance. Same as Standard, with priority notifications and, where possible, customer-aligned windows.

Data retention & backups. Online retention 36 months. Hourly backups, restore target within 4 hours of request.

On-site support. Priority scheduling, still billable unless explicitly included in a separate statement of work.

Term & termination. 12-month term. Auto-renewal and termination terms as per the Standard SLA.

Annexes

Annex A: severity definitions

- **Severity 1, Critical:** total loss of monitoring or control impacting safety or production, no workaround.
- **Severity 2, Major:** significant degradation (data gaps > 30 min, critical reports failing) with a workaround available.
- **Severity 3, Minor:** non-critical feature malfunction, UI issues, delayed reports.
- **Severity 4, Request:** enhancements, configuration assistance, general queries.

Annex B: planned maintenance & change notifications

- Standard weekly window: Sundays 04:00–06:00 PST.
- Notice at least 48 hours for planned maintenance.
- Emergency maintenance may occur with short notice to protect platform integrity and security.

Annex C: service credit calculation

Monthly Credit = $\min(\text{Cap}, \text{Floor}(\text{Excess Downtime Minutes} / 30) \times \text{Credit Step \%} \times \text{Monthly Fee})$

VARIABLE	STANDARD	PREMIUM
Credit step %	2%	3%
Cap	25%	35%
Excess downtime calc.	Downtime beyond the SLA threshold, excluding exclusions.	

FOR FURTHER ENQUIRIES

info@arqcontrols.com | arqcontrols.com | Oceanside, CA

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