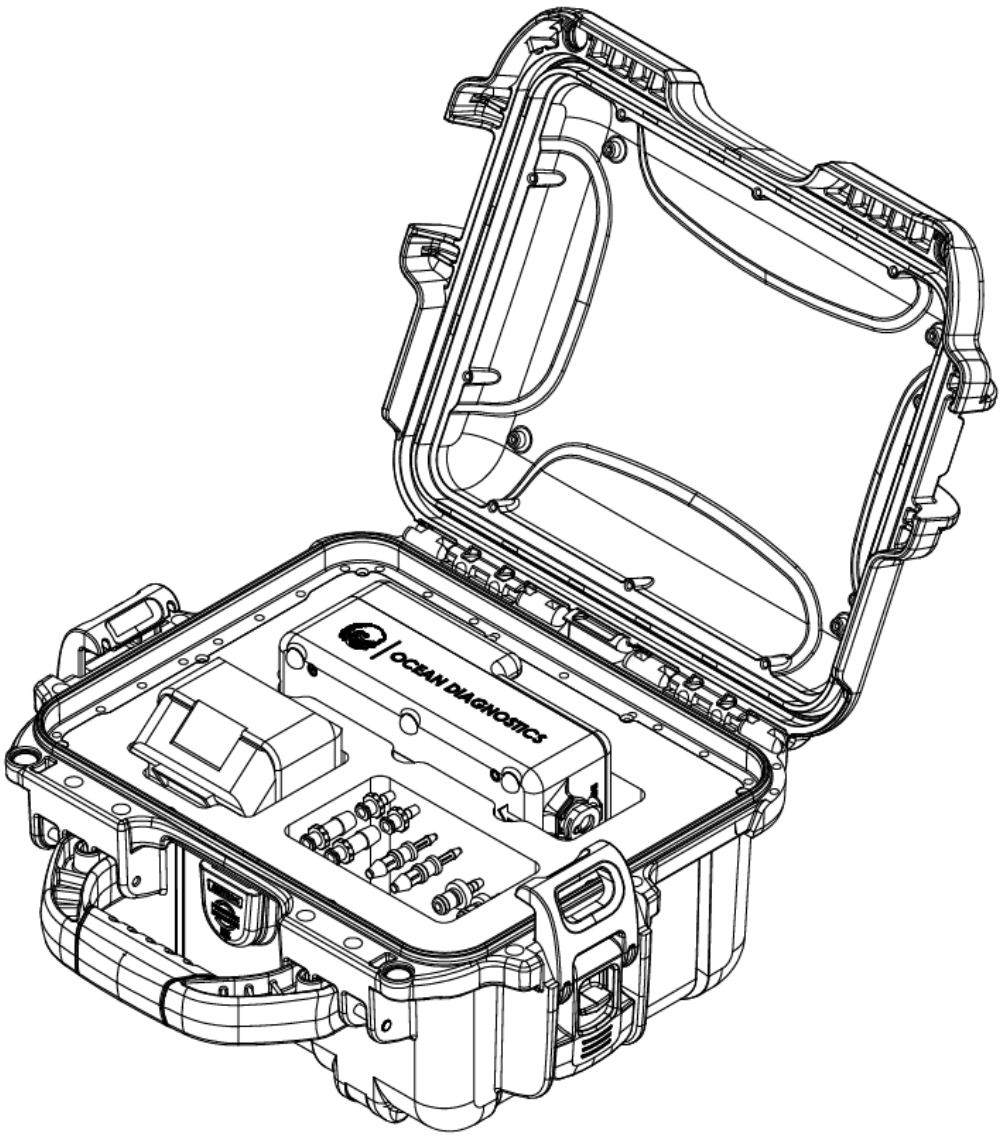
OCEAN DIAGNOSTICS

User Manual v1.1 2025.09



SURFACE SAMPLER

Searching for Keywords

Search for keywords such as “filter” and “install” to find a topic. If you are using Adobe Acrobat Reader to read this document, press Ctrl+F on Windows or Command+F on Mac to begin a search.

Navigating to a Topic

View a complete list of topics in the table of contents. Click on a topic to navigate to that section.

Printing this Document

This document supports high resolution printing… But please consider the environment first!

Revision Log

Version	Date	Revisions
V1.1	2025.09	Updated links for support web pages.

Table of Contents

User Manual

Using this Manual

➢ Legend

Warning Important Hints and Tips Reference

➢ Read Before the First Deployment

Read the following documents before using the Surface Sampler:

1. Safety Guidelines
2. Quick Start Guide
3. User Manual

It is recommended to watch all tutorial videos on the official ODI website and read safety guidelines before sampling for the first time. Prepare for your first deployment by reviewing the quick start guide and refer to this user manual for more information.

Welcome to the Team!

Thank you for choosing the Ocean Diagnostics (ODI) eDNA Surface Sampler. We're excited to support your work in environmental DNA (eDNA) sampling and biodiversity monitoring. The Surface Sampler is an innovative tool designed for ease of use in the field while delivering high-quality, contamination-free surface water samples for genomic analysis.

Our mission at Ocean Diagnostics is to accelerate environmental research and conservation through reliable, accessible technology. With this hand-held eDNA and microplastics surface sampler, you can capture high-quality data anywhere—from the sun-baked deltas of tropical rivers and the steaming, mineral-rich volcanic shores of the Pacific Ring of Fire to the ice-choked fjords of the Arctic and hidden springs of high-altitude lakes. Wherever water flows, whether in urban canals or remote mangrove swamps, this tool lets you sample aquatic ecosystems with confidence and ease.

Whatever mission you choose—be it cutting-edge research, community-driven monitoring, or inspiring students on their first field trip—when you lift this sampler you're stepping into a global movement. Your data helps unravel the mysteries of aquatic life, informs critical conservation actions, and empowers a diverse network of collaborators dedicated to understanding and protecting our planet.

If this is your first time using our products, welcome! If you're a returning customer, thank you for your continued trust.

➢ About this Guide

This manual is your go-to resource for using, maintaining, and troubleshooting your Surface Sampler. It is structured to help you quickly find the information you need—whether you're in the lab, the field, or planning your next sampling campaign.

Inside, you'll find:

- A detailed overview of the sampler and its capabilities.
- A checklist of what's included in your kit.
- Important safety and handling precautions.
- Step-by-step instructions for setup and operation.
- Cleaning and storage recommendations.
- Troubleshooting tips and support resources.

Please read through this manual before using the device for the first time. If you have any questions that are not covered here, our team is always happy to help—reach out at info@oceandiagnostics.com

Product Overview

➢ What is the Surface Sampler?

The Ocean Diagnostics' Surface Sampler combines lab-grade reliability with field-ready resilience in one compact package. At its core sits a self-priming diaphragm vacuum pump that effortlessly draws surface water through your chosen membrane filter—no manual priming required. Its filter-first fluid path and one-button operation dramatically reduce contamination risk and streamline your workflow.

Packaged in a Nanuk 905 weather-proof case lined with custom foam cutouts, the sampler body, battery, tubing, connectors, and spare filters travel safely wherever your work takes you. It adapts on the fly to diverse protocols via standard Luer-lock and quick-connect fittings, and runs on off-the-shelf Makita® LXT rechargeable batteries for hours of uninterrupted sampling.

➢ Key Features

- **Self-Priming Diaphragm Pump -** Instantly draws water through your filter—no manual priming, no back-flush, no downtime, and minimal contamination risk via filter-first and simple single-button operation.

- **High-Throughput Flow Rate –** Filter water at up to 600 mL/min. (depending on turbidity and filter pore size), so you can collect larger volumes without slowing your workflow. Uses filter-first approach, enabling rapid sampling changeover and decreasing contamination risks.

- **Rugged Portability and Protection –** Using rugged materials and housed in a weather-resistant Nanuk 905 case with custom-cut foam, the entire kit weighs under 3 kg (6 lbs), making it easy to ship, carry, and deploy in remote locations.

- **Universal Filter Compatibility -** Includes various barbed, quick connect, and Luer lock fittings to accommodate different filter cartridges, tubing sizes, and sampling protocols.

- **Makita® LXT Battery Compatibility -** Uses globally available Makita® 18V LXT Li-ion rechargeable batteries (not included) for hours of sampling and quick swaps for uninterrupted field operations.

- **Reliable Performance in Freshwater and Marine Environments -** Ruggedly built for the field, from boat-based surveys to beach-based sampling to riverbank monitoring with a splash-resistant design.

- **Modular, Easy–Maintenance Design -** Quick-release tubing and replaceable batteries simplify clean-up and part swapping in the field—no specialized tools required.

➢ Kit Contents

Item	Description
eDNA Surface Sampler	Handheld sampling device with built-in self-priming vacuum pump
Protective Carrying Case	Nanuk 905 waterproof hard case with custom foam cutouts
Tubing	2 × 1m lengths of ⅛″ flexible tubing
CPC Connectors	4× ⅛″ male quick connect → ⅛″ barb adapters
Luer Lock Fittings	2 × male Luer Lock → ⅛″ barb 2 × female Luer Lock → ⅛″ barb 2 × female Luer Lock → ¼″ barb
Adapters	2 × ⅛″ barb → ¼″ barb
User Manual	This guide, in digital or printed format

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- Makita® 18V LXT battery, eDNA filters, and filter housings (e.g., Advantec, Sterivex, WilderLabs) are not included in the kit and must be sourced separately.

Operations Guide

This section will walk you through the basic steps to set up and operate your Surface Sampler. Follow these instructions carefully to ensure proper use and to avoid contamination or damage to your device.

➢ Operational Warnings & Critical Notes

To ensure safe operation, avoid equipment damage, and maintain valid warranty coverage, please read and follow these warnings:

1. **Always Use a Filter Upstream of the Pump**
   The Surface Sampler is designed to operate with an inline filter (e.g., Sterivex) installed upstream of the device. It uses a carefully tuned pump that can become easily clogged if exposed directly to unfiltered water.

   - Never run unfiltered environmental water through the pump, as this can introduce biological material and suspended materials into the fluidics and damage the system.
   - The only exception is when sampling known sterile or ultra-clean water (e.g., deionized or tap water) for cleaning or testing purposes.

2. **Use Only Genuine Makita® LXT 18V Batteries**
   The Surface Sampler is compatible with Makita® LXT 18V Batteries only.

   - Do not use third-party or non-Makita batteries – these batteries can vary greatly in quality and battery cell protection and have not been validated by ODI, so doing so may result in malfunction, overheating, or permanent damage to the internal electronics and battery of the surface sampler.
   - Use of non-approved batteries will void the Surface Sampler Warranty.

3. **Not Waterproof**
   The Surface Sampler is splash-resistant, not waterproof.

   - Do not submerge the device or operate in rain or sea-spray.
   - Internal water ingress will damage the pump and electronics. Water ingress damage is not covered under warranty.
   - Always dry the sampler fully before storage according to the protocol in this operations guide.

4. **Never Pressurize the Output Flow**
   The Surface Sampler is a vacuum-based pump, not a pressure-rated fluidic pump.

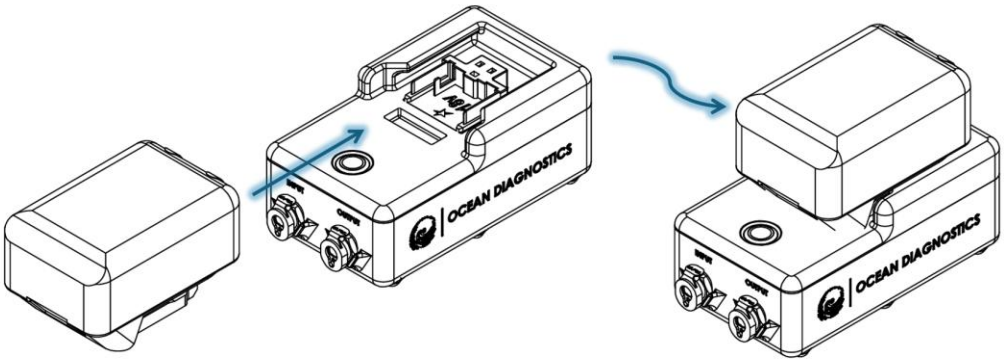
   - Do not restrict, block, or pressurize the output tubing or route it through backpressure-inducing devices or situations (e.g. sealed containers, long vertical runs).
   - Pressurizing the output can cause internal leaks, seal failures, or pump head rupture, rendering the device permanently non-functional. Product failures of output pressurization and general misuse are not covered under warranty.
   - The output flow should always flow freely into atmospheric pressure (e.g. into an open to atmosphere collection bottle, or back to environment).

5. **Be Cautious with Mixed Cellulose Ester (MCE) Filters, eDNA Sampling**
   Mixed cellulose ester (MCE) filters are commonly used for eDNA sampling, but are extremely delicate, and susceptible to flow disruption due to what's known as wet/dry lock.

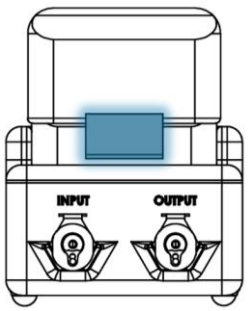
   - After the filter is primed with de-ionized (DI) water, if air enters or contacts the filter, the filter pores can close, and flow will stop or slow significantly.
   - To prevent wet/dry lock, ensure continuous, air-free flow after the filter is wetted.
   - Avoid lifting the filter intake out of the water or running the filter dry mid-sample.

➢ Step 1: Pre-Field Inspection and Preparation

1. Open the Nanuk 905 case and remove the Surface Sampler and accessories.
2. Inspect the device, case, and components.
   - Surface Sampler power terminals for contaminate or corrosion.
   - Quick-disconnect fitting action functionality.
   - Battery *(user supplied)* charge and functionality.
   - Tubing for signs of end-of-life; i.e. cracks, discoloration etc.
   - Case for water and or high humidity.
3. Confirm all items listed in the kit contents and all materials required for your own sampling protocol.
4. Install the battery by sliding it onto the Surface Sampler as shown. An audible click indicates the battery is locked into place. Before assembling the fluidic system, turn the pump on and let it run dry for 5 seconds to confirm the system operates as intended (dry running will not harm the pump).

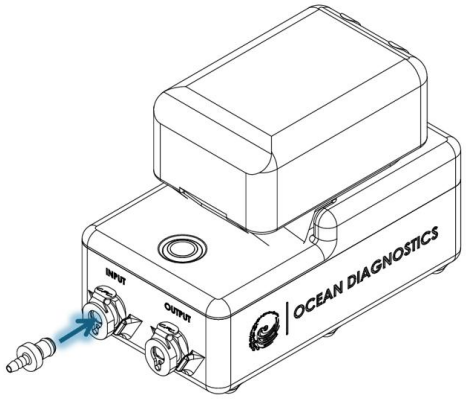


Remove the battery from the Surface Sampler by pressing the release button on the battery and sliding it off the front of the surface sampler. Store both in the protective case.



➢ Step 2: Connect and Route Filter and Tubing

1. Choose the appropriate filter housing and fluidic system based on your sampling protocol.
2. Use the provided quick connect or Luer Lock connectors to:
    a. Connect tubing from the Surface Sampler inlet to the filter outlet.
    b. Connect tubing from the Surface Sampler outlet to a collection container such as:
        - Graduated cylinder
        - Nalgene bottle
        - Volumetric flask
        - Portable field scale (to measure output by mass)



3. Connect your filter upstream of the Surface Sampler, or rather, between the input quick connect fitting, and the environment you wish to sample.
4. Secure and verify all fittings to prevent leaks or disconnections during sampling.

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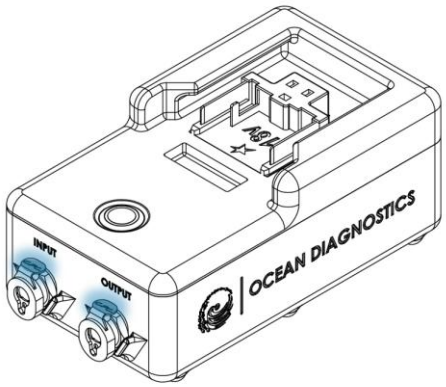
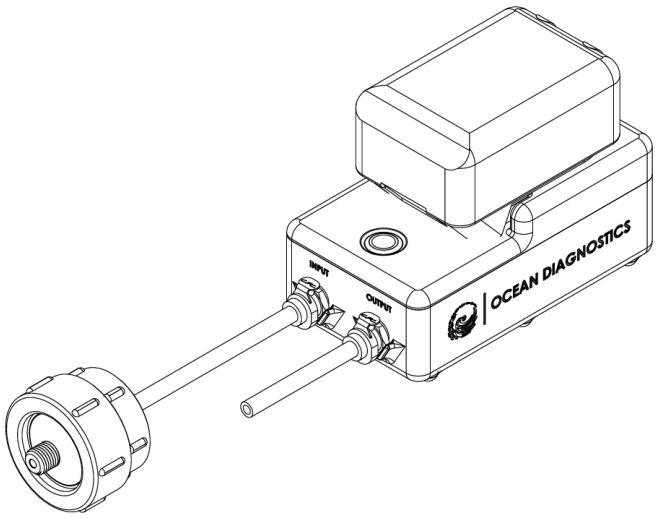
- If quick-connect fittings **will not insert** into the surface sampler, **press once** on the button on the Surface Sampler quick-connect fitting and reattempt insertion. Refence the figure below.



➢ Step 3: Insert Battery

1. Once all tubing and filter components are connected, insert a Makita® LXT 18V lithium-ion battery.
2. Slide the battery into the mount until it clicks firmly into place.
3. It is recommended to install the battery last to avoid accidental pump activation during setup.
4. Reference the figure below for the completed operational assembly. Note the tubing length has been shrunk for visual purposes.



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- Always use genuine **Makita® 18V LXT batteries**. Non-compatible batteries may damage the device or pose safety risks. If you intend on storing the Makita® battery in the included carry case, take extra care ensuring there is no water or humidity in the case.

➢ Step 4: Begin Sampling

1. Place the filter intake into the water you wish to sample.
2. Ensure output tubing is routed into volume tracking device.
3. Press the Surface Sampler power button on the top of the pump to begin sampling.
4. Observe the flow and let the system run until the desired volume is reached.
5. Press the power button again to stop the pump.

💡

- Tip for Better Performance: The higher the Surface Sampler is positioned above the water, the harder it must work to draw water through the tubing and filter. For faster sampling and less strain on the pump, keep the device as close to the water's surface elevation as possible.

➢ Step 5: Post-Sample Handling

1. Disconnect the filter housing.
2. Store the filter according to your sample preservation protocol.
3. With the input hose open to air, run the pump and continue draining any remaining water into your volume collection system, as per your protocol.
4. Once water has stopped exiting the output, stop the pump and record your final volume measurement.
5. *(Skip this step if continuing with additional samples)* To rinse the system, place the input tubing into clean freshwater and run the Surface Sampler for 2 minutes. Then, remove the input tubing from the freshwater and expose to air, run the Surface Sampler until the last freshwater droplets exit the output tubing.
6. Remove the battery and store in the included hardcase.
7. Remove input and output tubing and store in the included hardcase.

- Avoid placing wet components or a damp Surface Sampler into the hard case. Moisture can cause mold growth and prolonged high humidity may cause damage to the device or accessories over time.
- Because the Surface Sampler uses a filter-first sampling approach (i.e., water passes through the filter before reaching the pump), there is no need to sterilize the pump or fluidics between samples. Only the filter housing requires cleaning or sterilization to prevent cross-contamination. If pump decontamination is required due to protocol, reference the next section, Decontamination Protocol.

➢ Step 6: Post Deployment Handling

1. Unpack all components from the hard case, especially if stored wet.
2. Wipe down the Surface Sampler with a damp cloth, paying special attention to cleaning the metal battery contacts. Then air dry in a well-ventilated area. DO NOT SUBMERGE THE SAMPLER.
3. Leave the hard case open in a well-ventilated area to avoid moisture build up and mold growth.
4. Rinse tubing, connectors, and fittings. Inspect for damage and replace if required.
5. Remove battery & wipe with a damp cloth. Inspect battery terminals for corrosion. For all components, avoid prolonged exposure to direct sunlight; the UV will degrade functional life.
6. Leave the Surface Sampler open in a well-ventilated area to dry.
7. After all components and case are dry, pack away the instrument for safe keeping.

- For optimal lifespan and performance, store the battery at 25–50% charge if it won't be used for more than two weeks. Keep it in a cool, dry place away from direct sunlight or heat sources.

Decontamination Protocol

The following decontamination protocol is provided for occasional use only, and is intended for special circumstances where biological decontamination of the pump is necessary.

Under normal operation, routine decontamination is not required. The system is designed so that each new sample passes through a dedicated inline filter before reaching the pump, and the pump is located downstream of the filter. While it is true that sample media — including potential biological contaminants — will enter the pump during normal operation, this does not pose a contamination risk to future samples.

This is because under correct operation (as described in the Standard Operating Procedure), contaminants already inside the pump cannot travel upstream against the flow of water to reach the new, clean filter. As a result, even if the internal surfaces of the pump become exposed to biological material during sampling, cross-contamination between samples is effectively prevented by system design.

That said, repeated use of disinfectants such as isopropanol will cause cumulative chemical stress on internal components, including the PPS head and EPDM diaphragm and valves. Although these materials are chemically compatible with brief disinfectant exposure, frequent or unnecessary cleaning can accelerate wear, shorten pump life, and degrade performance over time.

For that reason, this decontamination protocol should only be used under specific circumstances, such as:

- Suspected or confirmed system misuse.
- Regulatory or QA/QC requirements for specific deployments.
- System cleaning prior to servicing, shipping, or long-term storage.

In all other cases, avoid unnecessary disinfection. Adhering to the standard procedure outlined in this guide and maintain a proper sampling protocol provides sufficient contamination control for most deployments

➢ Preparation

Wear appropriate personal protective equipment (gloves, eye protection) and work in a well-ventilated area. Ensure the pump is turned off and a charged battery is ready. Gather the following equipment and materials:

- Surface Sampler
- Makita® 18V LXT battery
- Included 1m input and output tubing
- 100 ml of 70% isopropanol alcohol in a cylindrical containers
- 2x 250 ml of de-ionized water in cylindrical containers

➢ Initial Rinse

1. Connect both the input and output tubing to the Surface Sampler.
2. Route input and output tubing into the first DI water container.

3. Connect the battery and run the Surface Sampler for 2 minutes.
4. After 2 minutes, elevate the input tube from the DI water to run the pump and all tubing to dry.
5. After 10 seconds of dry running the pump, turn off the Surface Sampler.
6. Discard the first DI water container.

➢ Decontamination

1. Route the input and output tubing from the Surface Sampler into the 70% isopropanol alcohol.
2. Run the Surface Sampler for 20-30 seconds.
3. Elevate the input tube from the isopropanol to run the pump and all tubing to dry.
4. After 10 seconds of dry running the pump, turn off the Surface Sampler.
5. Discard the isopropanol.

➢ Final Rinse

1. Route the input and output tubing from the Surface Sampler into the second DI water tank.
2. Run the Surface Sampler for 2 minutes.
3. After 2 minutes, elevate the input tube from the DI water to run the pump and all tubing to dry.
4. After 10 seconds of dry running the pump, turn off the Surface Sampler.
5. Discard the second DI water tank.

➢ Visual Inspection and Dry

1. Disconnect the battery from the Surface Sampler.
2. Disconnect quick-connect fittings and tubes from the Surface Sampler.
3. Inspect fittings, tubes, and Surface Sampler for signs of ware, replace components if necessary.
4. Leave all components in a well-ventilated area to dry and out of direct sunlight.
5. After all components and case are dry, pack away the instrument for safe keeping.

Properly following this protocol ensures effective disinfection while minimizing wear on pump components, helping maintain performance and longevity over the life of the instrument.

Specifications and Capabilities

➢ General Specifications

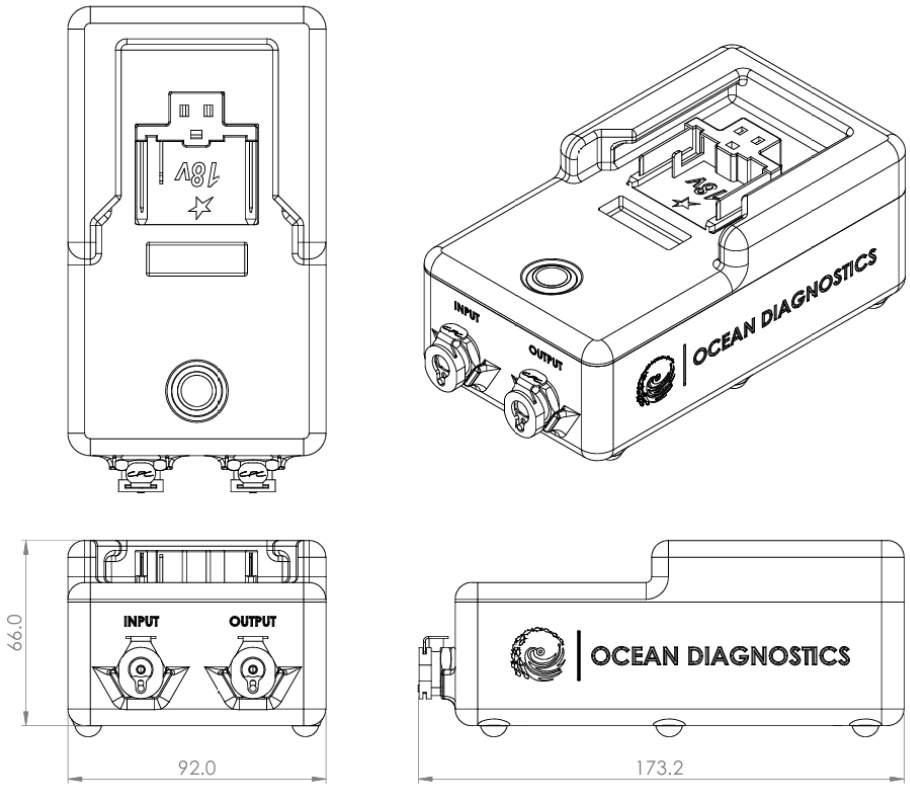
Parameter	Specification
Device Type	Portable, handheld vacuum-based water sampler
Pump Type	Self-priming diaphragm vacuum pump
Power Supply	18V Makita® LXT Li-ion battery (not included)
Material Compatibility	Saltwater and freshwater environments
Tubing Size	Accepts ⅛″ and ¼″ tubing via provided connectors
Filter Compatibility	Designed for use with inline filters with filter-first protocol

➢ Performance Characteristics

Parameter	Typical Value
Maximum Flow Rate	300–600 mL/min (depending on filter resistance and tubing length)
Maximum Pressure	-95.0 kPa / -13.8 psi (use only for suction, do not pressurize pump exhaust flow)
Sample Volume	Typically 1–2 L per sample (depending on filter material)
Battery Life	Varies by filter type and flow resistance; approx. 5-6 hours per 5.0Ah battery
Max Suction Height	Short vertical tube runs (<0.3 m / < 1 ft) recommended. A 1-meter vertical run will consume 70kPA of suction performance (10 psi).
Operating Temperature	3°C to 40°C / 37°F to 104°F (environmental operating conditions)
Weight	Approx. 0.6 kg (device only, without battery or accessories)

➢ Dimensions

Below you will find a dimensioned drawing of the Surface Sampler. If additional dimensions are required, please contact support@oceandiagnostics.com



➢ Mounting

The bottom of the Surface Sampler is equipped with four M3 threaded inserts to support fixed mounting in field enclosures, vehicles, racks, or custom brackets.

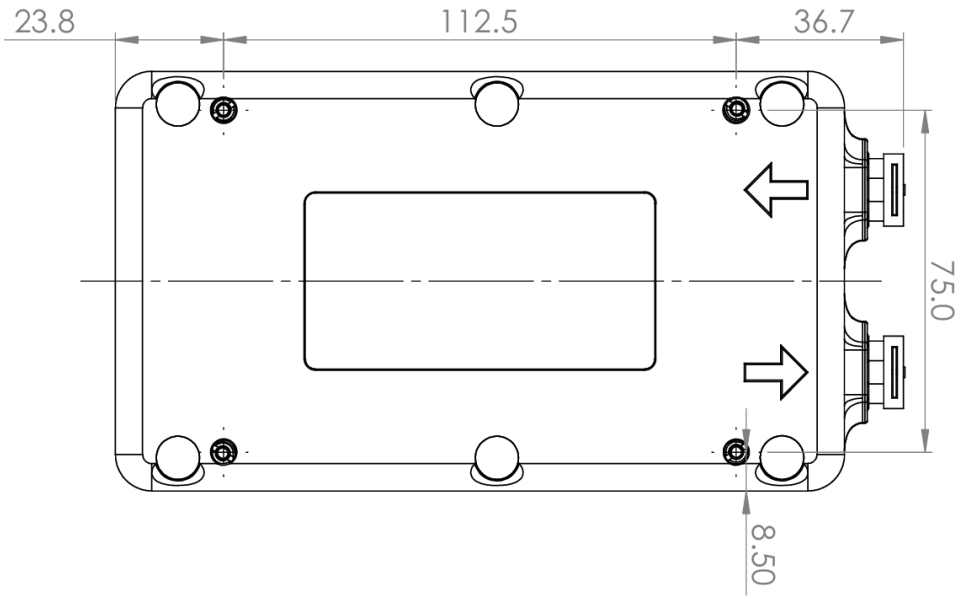
Mounting Bolt Pattern:

- Thread Size: M3 (ISO metric thread)
- Number of Mounting Points: 4
- Mounting Layout: Rectangular
- Center-to-Center Dimensions: 112.5 mm X 75.0 mm

The inserts are positioned in a rectangular pattern, suitable for standard plate or frame mounts. Orientation is symmetrical along the centerline of the unit. Note: A standard rectangular plate will have an interference fit with the two centered rubber feet on the bottom of the sampler. These rubber feet can either be removed or the adapting plate designed in a way that does not interfere with the central rubber feet.

Plastic Threaded Inserts: The threaded inserts are threaded into the plastic body of the Surface Sampler. Significantly over-torquing mounting screws poses a risk to tear out the threaded inserts. To avoid this, use a screwdriver for installation, rather than a power tool. Threaded insert tear out will not be covered under warranty.

Maximum Screw Insertion Depth: 8 mm. Do not use screws that thread deeper than 8 mm into the mounting points, as this may puncture the internal base of the housing. Surface Sampler housing punctures will not be covered under warranty.



Warranty Policy

The following warranties are the official and sole warranties recognized by Ocean Diagnostics Inc. (ODI). If ODI equipment should be defective or fail to meet operational requirements, the customer's sole solution shall be repair or replacement by ODI or a directly authorized third-party instrument repair facility. Any repairs, which, in ODI's opinion, are required as a result of misuse, lack of routine maintenance, damage during installation, improper installation and use outside of specified operating conditions will not be covered. In no event will ODI be liable for any direct, indirect, consequential, or incidental damages including loss of profits or loss of savings, or any other damages resulting from any instrument or component defects resulting in the inability to use the instrument or components thereof.

To return products to ODI for repair or replacement under warranty, contact the ODI Customer Support Department at **support@oceandiagnostics.com** to diagnose an issue and request a Returned Material Authorization (RMA) form. All warranty claims must be completed promptly after defective nature is suspected and must be received by ODI within the applicable warranty periods outlined below. Warranty claims should clearly state the product Serial Number, Date of Purchase, and provide a full description of circumstances giving rise to the claim. All instruments, components, or products that are covered under warranty replacement become property of ODI after diagnostics are completed and a replacement is provided to the customer.

ODI reserves the right to make any changes in design or specifications on instruments without incurring any obligation to modify previously delivered instruments. Instrument manuals are produced for information and reference purposes and are subject to change without notice. A record of instrument manual changes will be recorded in a table at the top of this document.

➢ Surface Sampler

Ocean Diagnostics Inc. (ODI) warrants that the Surface Sampler is free from defects in materials and workmanship under normal use for a period of **ONE (1) YEAR (12 MONTHS)** from the date of shipment. During the warranty period, ODI will, at its discretion, repair or replace any components of the Surface Sampler that are deemed defective due to materials or workmanship, at no charge for parts or labor. This warranty only applies to instruments manufactured by ODI and purchased from ODI or an Authorized distributor. This warranty only applies to the original purchaser of a new instrument. Proof of purchase may be required for warranty service.

Exclusions:

The following items are not covered under this warranty:

- Tubing, quick connect fittings, and sample-side accessories
- Batteries, filters, and other consumables
- Shipping charges to and from ODI, unless ODI has decided otherwise
- Damage caused by accident, misuse, abuse, or neglect
- Damage due to submersion, internal moisture, or improper storage of wet components
- Operation with non-specified batteries or outside of specified environmental/electrical limits
- Unauthorized repairs, modifications, or tampering by the user or third parties
- Opening the mechanical housing or removal/breaking of the warranty seal

If, after examining your equipment, our technicians and engineers determine that due to age or damage we cannot warranty any repairs you will be notified before any work is performed.

Water Resistance and Limitations
The Surface Sampler is water-resistant but not waterproof. It must not be submerged or exposed to prolonged high humidity. Damage resulting from water ingress, condensation, or improper storage is not covered under this warranty.

The Surface Sampler is **not waterproof** and must be handled and stored with care to prevent water damage. Liquid ingress and moisture exposure may lead to permanent failure of internal electronics, the vacuum pump, and electrical connections.

The following uses or conditions will void warranty coverage:

- Submerging the Surface Sampler in water, whether intentionally or accidentally
- Operating the device in heavy rain, splash-heavy environments (e.g., high surf), or any situation where water may drip or pool onto the enclosure
- Placing wet filters, tubing, or components into the protective case along with the device
- Storing the device in sealed, humid environments, such as a closed case after field use without first allowing all components to dry fully
- Cleaning the device by rinsing or spraying
- Operating or storing the unit in cold, damp conditions where condensation may form inside the housing
- Allowing water to sit on the battery terminals

Any evidence of water ingress—including corrosion, internal condensation, or pump failure due to moisture—will be considered the result of misuse and is not covered under warranty.

Filing a Claim
To initiate a warranty claim, please contact **support@oceandiagnostics.com** with the following:
- A description of the issue
- Serial number and proof of purchase
- Photographs of the device, if applicable

If a return is required, the instrument must be shipped in its original protective hard case. Returns not properly packaged may result in denied warranty coverage for damage sustained during transit.

Customers are responsible for all shipping costs associated with warranty returns, unless otherwise agreed upon in writing by ODI.

Limitations of Liability
This warranty is non-transferable and is the sole and exclusive remedy for product failure. ODI shall not be liable for any incidental, indirect, or consequential damages resulting from the use or inability to use the Surface Sampler.

Standard Terms and Conditions

➢ Ocean Diagnostics Inc.

2716 Rock Bay Ave, Victoria, BC V8T 4R9 CANADA
(Referred to as “ODI”)

➢ General

The following are the terms and conditions (referred to as the “Terms and Conditions”) attaching to the acceptance by Ocean Diagnostics Inc. (“ODI”) of any order placed by any person or entity (the “Purchaser”) for sales by ODI of any goods, products or services (the “Goods”) which ODI offers for sale from time to time. The Terms and Conditions apply to any purchase and sale of ODI Goods, whether by accepted purchase order, accepted ODI quote or estimate, or other written record. The Terms and Conditions may be varied or amended only by written agreement of the Purchaser and ODI. Where an appointed agent of ODI is buying on their own account, they shall be deemed to be the Purchaser.

➢ Prices

All prices accepted are firm and shall be denominated in the currency of the order acceptance or as otherwise agreed. Unless otherwise agreed, prices are Ex Works (EXW) ODI’s facility, and do not include insurance or shipping.

➢ Delivery

Delivery dates at time of acceptance of order are not guaranteed. All Goods shall be shipped Ex Works (EXW) ODI’s facility. Charges incurred by ODI for freight, documentation, export (or other special) packing, insurance and any other related services will be billed to the Purchaser. ODI is not responsible for loss or damage to goods in transit and risk of loss passes to the Purchaser upon the goods departing the ODI facility. The Purchaser is responsible to arrange insurance at its discretion for loss or damage to goods in transit.

➢ Payment

Payment for Goods shall be made by the Purchaser to ODI strictly according to the terms of payment specified on ODI’s acceptance of order. Payments when due from the Purchaser shall be made to ODI at its address as indicated on the invoice or order acceptance. No holdback, deduction or delay in payment is permitted for late delivery or shipping loss unless agreed in writing by the Purchaser and ODI, and in no event where delivery is lost or delayed due to circumstances not in ODI’s control. Purchaser agrees to pay interest on overdue payments at the rate of 18% per annum (1.5% per month).

➢ Return

All returns must have prior written authorization of ODI. Returns will be subject to a restocking fee of 30%, at ODI’s discretion. No returns after 90 days will be accepted.

➢ Modification of Goods

Where the Purchaser intends to integrate ODI Goods for use or resale, the Purchaser agrees not to modify ODI Goods except strictly in accordance with any manual, directions or specifications provided, or with the express permission of ODI to each proposed modification.

➢ Use of Intellectual Property Prohibited

Purchaser is strictly prohibited from making reproducing, reverse engineering, disassembling or modifying any ODI Goods or any part or component of any ODI Goods, for its own use or for third party use or resale, including software programs shipped with the Goods. Software, unless otherwise agreed in writing, may only be used or distributed with the Goods. Except where expressly agreed in writing, Purchaser is not granted any rights in or to any patents, trademarks, trade names, logos, copyrights or trade secrets of ODI or its suppliers in connection with the Goods.

➢ Resale

These terms and conditions shall not be affected by or varied by any terms and conditions of sale accepted by the Purchaser from its customer(s). The Purchaser is responsible for compliance by its customers with these terms and conditions, as applicable.

➢ Cancellation

Purchaser may not cancel an order without the consent of ODI. Cancellations are subject to fees of 10% of order value plus customization or configuration costs (if applicable).

➢ Non-Standard Goods

Special orders will require pre-payment in an amount to be determined by ODI, which will be forfeited if the order is cancelled or delayed without ODI's consent.

➢ Warranty

ODI warranties ODI Goods to be free from defects in materials, workmanship and function (as set out in the acceptance of Purchaser's order) for a period of **TWENTY-FOUR (24)** months from date of delivery (the "ODI Warranty"). ODI will replace or repair to its standards any Goods which are proved to be defective, subject to the conditions and limitations herein. Any repair or replacement by ODI under the ODI Warranty will be completed at ODI's facility, at the address indicated above. Costs of transport or delivery to ODI's facility are for the Purchaser's account. Where a valid claim has been made and Goods are to be redelivered to the Purchaser, ODI will pay costs of re-delivery by usual commercial means (upcharges for express or expedited delivery will be paid by the Purchaser).

➢ Limitations to Warranty

For a Purchaser's claim under the ODI Warranty to be accepted by ODI, it must be the case that the Goods in question have been installed, powered, and operated in compliance with all instructions, manuals or specifications supplied by ODI or otherwise in effect. Damage incurred in shipping is not covered. Damage or default resulting from contact with corrosive materials or atmosphere is not covered. Damage or default from deployment inconsistent with instructions or guidelines in the user manual or documentation is not covered. Damage or default caused by modification of the ODI Goods without consent is not covered.

➢ Limitations to Liability

Except as to its obligations under the ODI Warranty, ODI is not responsible for any costs, losses, damages or claims whatsoever, whether direct or indirect, and howsoever incurred, by the Purchaser or by any third party claiming through or in relation in any way to the Purchaser, due to or related to any alleged or demonstrated fault or defect or unsuitability for purpose in ODI Goods, or the period of time during which the Purchaser or any claiming party may be deprived of the use of the Goods as a consequence thereof.

➢ Special Conditions

Special or supplemental terms or conditions may be attached to or apply in respect of certain ODI Goods (including OEM terms and conditions). Where contained in product documentation or otherwise set out in writing in the order, acceptance of order, invoice or elsewhere, these will apply and are binding on the Purchaser, to the extent they are not inconsistent with these terms and conditions. Unless expressly set out in writing, or otherwise by agreement of ODI and the Purchaser, no term or condition other than those set out herein will apply or be enforceable.

➢ Confidential Information

Any specifications, samples, designs, formulations or other information of ODI disclosed to the Purchaser in connection with an order or along with any ODI Goods is acknowledged by the Purchaser to be confidential and proprietary to ODI (the "Confidential Information"). Confidential Information shall remain the exclusive property of ODI and shall, along with any information derived from the same, be kept confidential by the Purchaser and its employees and agents and shall not, without ODI's prior written consent, be disclosed to any third party or used except for authorized purposes connected with or ancillary to the Purchaser's use of the ODI Goods. The Purchaser agrees not to analyze or reverse engineer any Good or sample or to assist and/or allow any third party to do so without the express written consent of ODI. The Purchaser agrees that the covenant of confidentiality and nondisclosure set forth above shall survive and remain in effect for so long as the Confidential Information remains confidential.

➢ Language

The language of the contract between ODI and a Purchaser is agreed to be English. Where the laws of a country of sale require goods to be marked in any particular manner or language(s), it is the Purchaser's responsibility to fulfill these obligations. ODI will provide assistance as is reasonably required.

➢ Arbitration

Any disagreements that cannot be resolved by the parties shall be exclusively resolved by binding arbitration in British Columbia, under the Arbitration Act (British Columbia), before a single arbitrator. Purchaser hereby consents to the venue and jurisdiction of such arbitration, whose costs shall be borne equally by the parties.

➢ Applicable Law

This Agreement shall be governed and construed in all respects in accordance with the laws of the Province of British Columbia, Canada, without regard to provisions relating to choice of law. The parties agree to exclude entirely the application of the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and from any agreement or transaction that may be executed or carried out pursuant to this Agreement. Nevertheless, if any of the provisions of this Agreement or the application of any such provisions to the parties is held by a tribunal of competent jurisdiction to be governed other than by British Columbia law, then any relevant reference, waiver or incorporation of a British Columbia rule or statute contained in this Agreement shall be interpreted to the maximum extent practical to refer to comparable laws of the applicable jurisdiction.

➢ Aftersales Information

Visit https://www.oceandiagnostics.com/support to learn more about aftersales service policies, repair services, and support.

- Warning! This product can generate a strong magnetic field around the instrument which has the potential to impact external equipment and devices sensitive to magnetic interference.
- Warning! This product has the potential to expose you to chemicals including lead, nickel, and chromium, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, please visit www.P65Warnings.ca.goc

ODI Support
https://www.oceandiagnostics.com/support

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