

## Warranty

All Pacific Ozone Technology products are covered by the following one year limited warranty, which is included in the Seller's Standard conditions of Sale:

### Warranty and Claims; Exclusions

1.1 Seller warrants to the original user only that its products to be free from defects in material or workmanship for a period of 12 months from shipment, but only when said products are operated at all times under normal operating conditions and procedures, in accordance with Seller's written instructions and the owner/operator manual supplied with each product. This warranty does not apply to replaceable parts or components normally subject to wear and replacement. Any misuse, improper operation or installation of any product, parts or equipment, as determined by Seller will void any and all warranty claims to the primary component as well as all supporting components. Any repair, modifications, or service performed by someone other than Seller or Seller's authorized technician will void any and all warranty claims to the primary component as well as all supporting components. Specific examples of voided warranty action include but are not limited to:

- Allowing water to enter the ozone generator.
- Supplying feed gas that is not dry, clean and free from contaminants. Ozone generators with onboard oxygen concentrators must be supplied clean dry air that meets ISO 8573.1 Quality Class 1.4.2, which is equivalent to 0.01 micron particulate filtration, 3° C (38° F) dew point and 0.08 ppm (0.1 mg/m<sup>3</sup>) hydrocarbon filtration. Ozone generators without onboard oxygen concentrators must be supplied clean dry air or concentrated oxygen that meets ISO 8573.1 Quality Class 1.2.2, which is equivalent to 0.01 micron particulate filtration, -40° C (-40° F) dew point and 0.08 ppm (0.1 mg/m<sup>3</sup>) hydrocarbon filtration.
- Supplying feed water above 30 psig without utilizing a pressure reducing valve.
- Connecting an improper power source to the unit that does not match the incoming power requirements as outlined in the owner operator manual.
- Locating any product in an environment that is not well ventilated and protected and that does not remain between 32° F (0° C) and 100° F (43° C), or as otherwise outlined in the product documentation.

- Any other use or condition which is contrary to specifications provided by Seller in product documentation, including the product manual and instructions.
- 1.2 Unless stated specifically on a formal, official "Performance Warranty Document" signed by an officer or director level employee of the Seller and an employee of the Buyer who is authorized to make such representations, there is no performance warranty on products or warranty on process results. Buyer acknowledges that the production of ozone is a process that is affected by a number of factors and conditions, and that no specific level of ozone production other than in the Performance Warranty Document, if applicable.
- 1.3 **WARRANTY DISCLAIMER THE LIMITED WARRANTY DESCRIBED HEREIN IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ASSUMES ALL LIABILITIES FOR USE AND MISUSE BY BUYER, ITS AGENTS OR ASSIGNEES.**
- 1.4 Buyer shall give immediate notice in writing to Seller if products or components thereof or performance (where applicable) appear defective, and shall provide Seller with reasonable opportunity to make inspections, tests and repairs using the most efficient and cost effective methods available for such products or components. If Seller is not responsible under the terms of this document and/or any formal performance warranty, Buyer shall pay Seller the costs and expenses of such inspection, tests and repairs.
- 1.5 **SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT AT SELLER'S BENICIA FACTORY FOR THE ORIGINAL USER OF ANY PRODUCT OR COMPONENT PART THEREOF WHICH SHALL PROVE TO HAVE BEEN DEFECTIVE AND DOES NOT INCLUDE SHIPPING OR HANDLING CHARGES INCURRED DURING WARRANTY CLAIM PROCESS. NO ALLOWANCE WILL BE MADE FOR REPAIRS OR ALTERATIONS MADE BY BUYER WITHOUT SELLER'S WRITTEN CONSENT OR APPROVAL. IN LIEU OF REPLACING OR REPAIRING THE PRODUCTS, SELLER MAY, AT ITS SOLE OPTION, RETURN TO BUYER THE PURCHASE PRICE FOR THE PRODUCTS.**

- 1.6 **LIMITATION OF REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY AMOUNT, INCLUDING COSTS INCURRED OR EXPENDED BY BUYER IN ATTEMPTING TO CORRECT ANY PRODUCT DEFICIENCY, RELATING TO ANY CLAIM BY BUYER AGAINST SELLER IN EXCESS OF THE AGGREGATE TOTAL PURCHASE PRICE UNDER THIS CONTRACT. NO CHARGES OR EXPENSES INCIDENT TO ANY CLAIM WILL BE ALLOWED. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE, AND SELLER SHALL INCUR NO LIABILITY OTHER THAN THAT STATED HEREIN. SELLER WILL NOT BE LIABLE FOR BUYER'S LOST PROFIT, LOSS OF USE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER'S ATTEMPT TO REPAIR THE DEFECT FAILS. BUYER HAS ACCEPTED THIS RESTRICTION ON ITS RIGHT TO RECOVER DAMAGES AS PART OF ITS BARGAIN IN THIS TRANSACTION, AND ACKNOWLEDGES THAT THE PRICE OF THE PRODUCT WOULD BE HIGHER BUT FOR THIS LIMITATION ON LIABILITY.**
- 1.7 Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Authorization" number to use for returned goods. All returns shall have freight and related costs prepaid by Buyer from point of origin.
- 1.8 Seller is not responsible for meeting state and local codes or ordinances, or other special codes not specifically stated in writing on the purchase document or contract.
- 1.9 TECHNICAL ADVICE -Seller may, at Buyer's request, furnish technical assistance, advice and information with respect to the products supplied under this contract, if and to the extent that such advice, assistance and information is conveniently available, Seller has no obligation to provide such information, which is provided without charge at the Buyer's risk, and which is provided subject to the limited warranty of Paragraphs 1.1 and 1.2 above.
- 1.10 Warranty of equipment or accessories from outside sources, purchased by Seller and incorporated in the Seller products, is subject to that manufacturers standard warranty, to the exclusion of the limited warranty described herein. A copy of the aforementioned warranty is available on request.