

AQUAROBIC INTERNATIONAL, INC. ®

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WARRANTY

Aquarobic International Inc. (hereinafter referred to as (“Aquarobic”) warrants the mechanical parts in each **Mini-Plant™**, **Maxi-Plant™** and **Super-Maxi™** Wastewater Treatment System (“systems”) when such systems are **installed to Aquarobic’s specifications, registered and acknowledged** by Aquarobic to be free from defects in material and workmanship in normal use and service.

Aquarobic’s sole obligation under this warranty is limited to repairing or exchanging any component parts, F.O.B. factory, that in Aquarobic’s judgment show evidence of defects and provided that said component parts are returned through an authorized Aquarobic dealer or representative, transportation pre-paid, within twelve (12) months from the date of installation. **NSFI listed Aquarobic Mini-Plant™** Wastewater Treatment Systems’ component parts shall be covered under these same terms for twenty-four (24) months from the date of installation.

This warranty applies only to equipment supplied by Aquarobic and does not include any portion of the household plumbing, drainage or disposal system. In no event shall Aquarobic International Inc. be responsible for delay or damages of any kind or character resulting from or caused directly or indirectly by defective components or materials.

The liability of Aquarobic is limited to the replacement of the defective component parts and Aquarobic shall not be liable for any labor involved during the removal or replacement of its equipment, nor for the subsequent transportation or handling of any component parts thereof. In no case will Aquarobic be liable for loss incurred because of interruption of service or for consequential damages, labor or other expense required repairing defective units. Nor shall this constitute a cause for the cancellation of the contract of purchase and sale.

Aquarobic reserves the right to revise, change or modify the construction and design of the Aquarobic Wastewater Treatment Systems, or any component parts thereof without incurring any obligation to make such changes or modifications in the above mentioned equipment. Aquarobic also reserves the right, in making replacements of component parts under this warranty, to furnish a component part which, in Aquarobic’s judgment, is equivalent to the parts replaced.

Occasional service may be required for systems which is not a result of defect in material or workmanship in the product, but is due to causes beyond Aquarobic’s control. Service charges (parts and labor) necessitated or damage resulting from such events are not covered by this warranty and are not assumed by Aquarobic. Such events may include, but are not limited to (a) accident, alteration, improper use, abuse, or tampering; (b) failure to follow installation instructions; (c) damage due to defective power supply or faulty installation.

This warranty is, and the owner of said Aquarobic Wastewater Treatment System agrees that it shall be, in lieu of all other warranties, express or implied, including warranties of merchantability of fitness, and of all other obligations or liabilities on Aquarobic’s part with respect to the **Mini-Plant™**, **Maxi-Plant™**, or **Super-Maxi™** Wastewater Treatment Systems. No dealer or any other person is authorized or permitted to make any other contract or assume for Aquarobic any other obligations or liabilities not strictly in accordance with the provisions of this warranty.