

Technical Applications Bulletin 107

Workmanship and Materials Limited Warranty

NanoH2O (hereinafter "Seller") provides a limited warranty to the original Buyer on the workmanship and materials of its reverse osmosis membrane elements, (hereinafter "Product"), subject to the following terms and conditions:

1. Workmanship and Materials Limited Warranty

Seller warrants that its new Products are free from defects in workmanship and materials. Enforcement of this warranty is expressly conditioned on Buyer storing, installing, operating and maintaining Product in accordance with industry accepted good practices and Seller's written instructions provided in the Seller's Technical Manual, which may be reviewed and downloaded at www.nanoh2owater.com.

This warranty does not cover aesthetic attribute of Product and damage to Product caused by Buyer's failure to comply with the accepted good practices and Seller's written instructions.

2. Effective Date of Warranty

This limited warranty is effective for a period not exceeding twelve (12) months from the date of delivery to Buyer.

3. Limitation on Liability

Seller's total liability shall not exceed the replacement value of Product and Product replaced due to faults in material and workmanship will be warranted as new Product.

Other than replacement of product, Seller shall not be liable for any consequential or indirect damages, including, but not limited to labor cost, operating cost, production loss, or lawsuits by third parties against Buyer.

This Warranty shall not be assigned or transferred by Buyer without the prior approval of Seller.

This Warranty shall be governed by and construed according to the laws Korea, without reference to its conflict of laws principles.

4. Remedies

Seller's sole obligation under this warranty is limited to the repair or, at Seller's sole option, the replacement of any Product or parts thereof which are returned freight prepaid to Seller and which, when examined by Seller are found to be defective under the terms of this limited warranty.

5. Disclaimer

THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN. SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR ITS AGENTS, INDEPENDENT CONTRACTORS, CONSULTANTS, DEALERS, RESELLERS OR DISTRIBUTORS WILL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY. BUYER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE GOODS DELIVERED HEREUNDER.

SELLER DOES NOT WARRANT THAT THE WATER QUALITY PRODUCED BY THE MEMBRANE ELEMENTS OPERATING IN BUYER'S SYSTEM COMPLIES WITH ANY APPLICABLE NATIONAL, STATE OR LOCAL GOVERNMENTAL ORDINANCES, RULES OR REGULATIONS, WITH SUCH COMPLIANCE BEING THE SOLE RESPONSIBILITY OF BUYER.

The use of this product in and of itself does not necessarily guarantee the removal of cysts and pathogens from water. Effective cyst and pathogen reduction is dependent on the complete system design and on the operation and maintenance of the system. No freedom from any patent owned NanoH2O CO., Ltd., or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time. Customer is responsible for determining whether products and the information in this document are appropriate for

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