



# WASTECH

## CONTROLS & ENGINEERING, INC.

21201 Itasca St., Chatsworth, CA 91311

Tel: (818) 998-3500 - Fax: (818) 998-4939

### TERMS AND CONDITIONS - WARRANTY

05/07

WASTECH CONTROLS & ENGINEERING INC. IS THE "SELLER."

#### WARRANTY:

a. Seller warrants the products sold, so far as the same are of Seller's own manufacture, against defects of material and workmanship under normal use and service for a period of 12 months from the date of the startup or 14 months from the shipping date whichever occurs first. This warranty does not cover ordinary wear and tear, normal component replacement, corrosion, abuse, misuse, overloading, altered products or materials not of Seller's manufacture. Component manufacturers' individual warranties will apply but will always cover Seller's warranty period.

b. Software products will be licensed to the customer and are supplied with a limited 60 day warranty from the date of the on-site performance test conducted during startup. Seller warrants the software to substantially perform in accordance with the specification if properly installed and operated on the hardware provided. During the warranty period, Seller agrees to repair or replace at its sole option and in no event shall Seller be liable for consequential damages of any kind. Continuing support beyond the warranty period will be billed on a labor and material basis

c. Excluded from this warranty are pH electrodes. Electrodes are warranted for 30 days from the startup date or 3 months from the shipping date whichever occurs first. All other consumables are also excluded.

d. Seller warrants that the system supplied will meet the wastewater requirements specified in the proposal. This warranty applies only if the influent to the system does not differ from the original specification and the operator follows the Seller provided system instructions. Seller shall have complied with this performance warranty following the satisfactory completion of either (depending upon the language of the proposal or contract) the FAT (Factory Acceptance Test) or on-site performance test conducted during startup.

e. The obligation of Seller under this warranty shall be limited to repairing or replacing, FOB Seller's facility, or allowing credit at Seller's option, any part or parts which may prove to be thus defective, provided that Buyer provides Seller prompt notice of the defect and, if required by Seller, confirms the defect(s) with documentation. It is expressly agreed that this remedy of repair, replacement or credit, at Seller's option, is the exclusive remedy under this contract. If an engineer is needed at the installation and the installation is located further than 400 miles from the Seller's place of business, the Buyer will pay travel expenses to the site. In no event shall Seller be liable for consequential damages resulting from the alleged defect.

f. Seller will comply with all laws applicable to Seller. Buyer will inspect the product at delivery and determine appropriateness for his application. Compliance with basic safety issues, OSHA or similar federal, state and local laws during startup, operation or use of the product(s) is the sole responsibility of the Buyer. This warranty applies only if the influent to the system does not differ from the original specification and the operator follows the Seller provided system instructions. Seller shall have complied with any performance warranty following satisfactory completion of the on-site performance test conducted during startup.

g. Under no circumstances should the equipment be used by untrained or unqualified individuals. Nor should the equipment be used until product instructions and industry standards for safety including warning and cautions provided or generally accepted have been thoroughly reviewed, read and understood. Although uses and performance capabilities are described in Seller's literature, the installer and operator are the ultimate responsible parties for the safe operation of the equipment and chemical compatibility between piping, tank, valve and other component materials of construction and the process liquids. Recommendations found in Seller's literature should be physically checked in the field and equipment should be carefully monitored during startup by factory personnel.

h. This sale is made on the express understanding that there are no express warranties other than those contained in this agreement, and that there are no implied warranties as to fitness (process wise, mechanically or otherwise) or merchant-ability nor are there any warranties which extend beyond this description.

#### GOVERNING LAW:

The laws of the State of California shall govern the validity, interpretation and enforcement of any contract of which these provisions are a part.