

Limited Warranty and Liability

CHROMAGEN warrants to the distributor who purchased the product from Chromagen, for a period of five years from the date of shipment from Chromagen' plant, that the product shall be free from defects caused by faulty or defective materials, design or workmanship.

- a.** For the purpose of determining the initial date of the warranty, liability it is agreed that it will be the date of the Bill of Lading (B/L).
- b.** CHROMAGEN warrants that, for a period of 5 years for the tanks and 5 years for the collector, from the warranty initial date, each component of the Products shall meet in all material respects the CHROMAGEN specifications. The warranty for The heating element is for a period of 1 year from the initial date.
- c.** There is no warranty for anodes.
- d.** During the Warranty Period, CHROMAGEN shall, at CHROMAGEN's option, repair, replace or give credit for any component that is returned to an authorized service center and that is found by CHROMAGEN to contain defects in material or workmanship and returned by DISTRIBUTOR to CHROMAGEN; and the extent of CHROMAGEN's liability shall not exceed the cost of repairing or replacing the defective item during the warranty period.
- e.** This Warranty does not cover defects or damages resulting from accident, inappropriate physical or operating environment, freezing, scale, corrosion, failure of electrical power, improper installation, maintenance, service, repair, Transportation, storage, modification, operation, use, negligence or fault by any party other than CHROMAGEN.
- f.** This Warranty shall run solely to and in favor of DISTRIBUTOR; and DISTRIBUTOR shall be responsible to its customers for all warranties that it makes.
- g.** This Warranty is the sole warranty in respect of the Products.
- h.** In no event shall CHROMAGEN be liable for special, incidental, or consequential damages, or for damages arising out of the inability to utilize the Products for any purpose whatsoever.

FORM: 7.2.4-4, Rev A