

## Pureflow, Inc. Warranty

Pureflow, Inc. Terms and Conditions and this Warranty are an integral part of each agreement between Pureflow, Inc. ("Seller") and its customer ("Purchaser") for the sale of equipment, materials and supplies (collectively "equipment") and any related services ("Services"). Seller's proposal to Purchaser, when accepted by Purchaser, together with the Terms and Conditions and this Warranty are referred to as the "Agreement".

1. **PRODUCTS** Pureflow, Inc. (PFI) expressly warrants products manufactured by PFI to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of initial operation or eighteen (18) months from the date of shipment, whichever occurs first. PFI will repair or replace at its option, F.O.B. point of manufacture, any such product which PFI determines to be defective during the warranty period.
2. **SOFTWARE** PFI expressly warrants that application software written by PFI will perform functionally and be free of defects for one (1) year from the date of delivery, provided that such software has not been abused, misused, or modified and incorporates all program enhancements and corrections supplied by PFI. PFI will correct or replace, at its option, any such software that PFI determines to be defective during the warranty period. PFI will not be responsible for erroneous or incomplete data files, for malfunctions in hardware, operating systems or third party software, or for problems caused by modifications to originally installed operating systems or configurations.
3. **INSTALLATION** PFI expressly warrants that, for a period of one (1) year from the date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first, PFI's work will be free from defects not inherent in the quality required or permitted and will conform to any plans and specifications on which PFI's job quotation is based. PFI will repair work that PFI determines to be defective during the warranty period.
4. **SYSTEM PERFORMANCE** In jobs where PFI has exclusive control over design, furnishing of materials and products, installation, and commissioning, PFI expressly warrants that its systems will perform to PFI's established standards for the variables (temperature, feed water make-up, flow rate, pressure, conductivity, etc.) and limits specified in the proposal document, at the point of control, for a period of one (1) year from date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first. PFI will make all corrections to the performance of the system that become necessary during the warranty period. This warranty will apply only if all items that affect system performance (such as feed water make-up, product water usage, etc.) are as represented to PFI at the time of design and the customer follows all recommendations (such as proper system maintenance, sequence of operations, etc.) made by PFI. No warranty, express or implied, shall exist for the performance of any variables or limits not specifically stated in the proposal document. This warranty does not include testing or analysis of the system unless an out-of-limit condition caused by system performance is found by PFI. PFI shall not be liable for any design, materials, products, or services not included in PFI's proposal document.
5. **REPAIR AND MAINTENANCE SERVICE** Except as provided above, PFI makes no warranty whatsoever, express or implied, relating to its performance of repair and maintenance services or the condition or operation of any equipment or machinery repaired or maintained by it. Any repair, replacement or maintenance performed by PFI shall not extend the initial warranty period set forth above for either the system or its components.
6. **ASSIGNMENT OF OTHER WARRANTIES** To the extent assignable, PFI assigns to the customer any and all warranties made by the manufacturer of a product or software that is furnished but not manufactured or developed by PFI. PFI makes no warranty whatsoever, express, or implied, relating to any product or software that is not manufactured or developed by PFI.
7. **LIMITATION OF WARRANTY** This warranty does not cover damage or defects caused by abuse, modifications not executed by PFI, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. PFI will not be responsible for damage from water, chemicals, steam, freezing, voltage variations, electrical service interruptions, abuse, unsuitable process conditions, environmentally unsafe conditions, errors in the customer's drawings, plans, or specifications, or other causes not within the control of PFI. PFI makes no warranty whatsoever, express or implied, relating any hazardous or toxic substances or environmentally unsafe materials.
8. **LIMITATION OF REMEDIES** The remedies described above shall be the **SOLE AND EXCLUSIVE** remedies under this warranty. PFI shall not be liable for any special, indirect, incidental, or consequential damages arising out of any defects, including without limitation transportation or labor charges to locate, remove, ship or reinstall defective components, lost profits or sales, or injury to person or property. PFI's total liability for breach of this warranty shall not exceed the contract price.
9. **NO OTHER WARRANTIES** This warranty shall extend only to the original customer and cannot be assigned without the express written permission of PFI. PFI makes no other warranties whatsoever, express or implied, written or verbal, including without limitation the **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**. If any government entity imposes an implied warranty on PFI, it shall have the same time duration as the respective express warranty listed above. This warranty shall be construed and enforced in accordance with North Carolina law, and North Carolina shall have sole and exclusive jurisdiction over any dispute regarding this warranty.
1. **MODIFICATION** This warranty may not be modified except by written agreement signed by an officer of PFI.