



Aqueous Technologies Corporation  
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## Warranty

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### **AQUEOUS TECHNOLOGIES CORPORATION PRODUCT WARRANTY** Defluxing Systems, Ionic Contamination Testers, Evaporators

Subject to the terms and conditions stated herein, Aqueous Technologies warrants to the original purchaser that each Aqueous Technologies Corporation product will be free from defects in materials and workmanship for a period of one year from the date of shipment to customer.

#### **WHAT THIS WARRANTY COVERS**

During the term of this warranty and subject to its limitations, we will repair or replace, at our option, any part which is defective, malfunctions, or otherwise fails under normal use.

#### **WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE**

In order to obtain warranty service on items warranted by Aqueous Technologies, you must notify Aqueous Technologies of the alleged defect. Upon verification of the defect, Aqueous Technologies will repair or replace (at our option) the defective component at no charge to the customer. The following warranty service procedures shall apply:

#### **Replacement of Defective Component**

Upon verification of defective component by Aqueous Technologies, Aqueous Technologies will send to customer a new component for replacement by customer. Upon receipt of new component, Aqueous Technologies may require, at our option, return of the defective component. Failure to return defective component to Aqueous Technologies may result in a charge to the customer for the cost of the replacement component. The warranty for parts or items which have been repaired or replaced shall expire on the original part's warranty expiration date or after ninety days from date of shipment, which ever is greater.

#### **WHAT THIS WARRANTY DOES NOT COVER**

This warranty does not cover the following:

1. Used products and demonstration equipment unless otherwise stated.
2. Damage or malfunctions resulting from accidents, abuse, modifications, alterations, incorrect installation, or improper use.
3. Freezing or chemical deterioration.
4. Units altered by customer in any way that deviates from original manufacturer's specifications.
5. Damage to components from fluctuations in electrical service or water supply.
6. Normal maintenance service, including but not limited to: adjustments, filter or tank cleaning and clearing of obstructions.
7. Replacement of maintenance items including, but not limited to: o-rings, filters, media beds, light bulbs, fuses and seals.
8. Field labor charges.
9. Express (ie expedited air shipments) charges in connection with the repair or replacement of defective parts.
10. Freight damage. If products are damaged in transit, you must file a claim with the freight carrier.
11. Aqueous Technologies will not be held liable for any claims in regards to effluent or air emissions quality.

#### **TRANSFER OF WARRANTY**

This warranty is NOT transferable to any other company or individual.

#### **INDEMNITY:**

Buyer shall indemnify and hold Seller harmless from and against all claims and causes of action for damages and expenses of every kind and character (including costs of suit and reasonable attorney's fees) asserted against Seller, its agents, servants and employees, by any firm, person, corporation or other legal entity on account of injury to or death of any person or persons whomsoever, or for damage to or destruction of any personal or real property (including subsurface property or property rights), or on account of infringement or alleged infringement of any patent, design, copyright, or trade name or make arising out of, directly or indirectly, or in any manner connected with the Products or use of the Products listed on the face hereof, including all claims and causes of action resulting, either in whole or in part, from Seller's alleged breach or breach of implied or expressed warranty (except as specifically provided herein), or alleged breach or breach of doctrine of strict liability in tort of Seller or any other person, firm, corporation or legal entity for which Seller in law would otherwise be held liable.

#### **THIS IS THE ONLY EXPRESSED WARRANTY ON OUR PRODUCTS**

Aqueous Technologies Corporation does not authorize any other party, including Aqueous Technologies Corporation's sales representatives, to make any representation on behalf of Aqueous Technologies Corporation, or to modify the terms, conditions or limitations in any way.

**GOVERNING LAW**

This warranty shall be governed by and construed in accordance with the laws of the State of California, in the courts of San Bernardino County, which shall be the legal venue in any dispute.

**LIMITATION OF RESPONSIBILITY**

Aqueous Technologies Corporation's liability shall be limited to repair or replacement of defective components pursuant to the terms of this warranty and does not include replacement of complete products. Aqueous Technologies Corporation shall not be liable for special, incidental or consequential damages, however caused, included, but not limited to, loss of use, lost profits or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the Aqueous Technologies Corporation product. Aqueous Technologies Corporation makes every effort to ensure that all illustrations and specifications are correct, however, these do not imply a warranty that the product is merchantable or fit for a particular purpose. THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event shall Aqueous Technologies Corporation's liability exceed the purchase price of the product in question. It is the buyer's responsibility to ensure that the installation and use of Aqueous Technologies Corporation products conforms to local codes. While Aqueous Technologies Corporation attempts to assure that its products meet national codes, this is not guaranteed. Aqueous Technologies is not responsible for how the customer chooses to use or install the product.