

STANDARD WARRANTY

EMERALD ECOTECHNOLOGIES LLC warrants the Equipment of its manufacture to be free from material defects in workmanship and materials. EMERALD ECOTECHNOLOGIES LLC also warrants that when installed and operated according to EMERALD ECOTECHNOLOGIES LLC's written instructions and operation manuals, the Equipment and components will perform as specified for the following period of time:

The Equipment or the System is guaranteed for a period of twenty-four (24) months from date of shipment or eighteen (18) months from first date of operation, whichever first occurs.

Extended warranty is applicable for:

- Anodes - Guaranteed for a period of five (5) years of operation on a straight line depreciation basis.
- Cathodes - Guaranteed for a period of five (5) years of operation on a straight line depreciation basis.
- Porous ceramic diaphragms - Guaranteed for a period of five (5) years of operation on a straight line depreciation basis.

Operating supplies and consumables stipulated in project documentation – such as filter elements, pH and ORP probes, replaceable fuses, indicators, parts made of glass, plastic or rubber, testing chemicals, gaskets, seals and sealants used during normal course of operation and maintenance and other items with a typical operating life of less than 24 months are excluded from standard warranty.

Where equipment sold hereunder is used with attachments and/or modifications that were not recommended by, or have not been approved by EMERALD ECOTECHNOLOGIES LLC in writing, such use shall not be considered normal and said warranty shall not apply. If Buyer (or others) do not complete and submit to EMERALD ECOTECHNOLOGIES LLC on a timely basis all required system performance logs and EMERALD ECOTECHNOLOGIES cannot verify normal operation of the Equipment, this warranty shall not apply.

EMERALD ECOTECHNOLOGIES LLC's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer, to a location specified by EMERALD ECOTECHNOLOGIES LLC. Repaired parts shall be returned to buyer free on board (F.O.B.) shipping point. On-site labor shall be the responsibility of the buyer. When circumstances permit, EMERALD ECOTECHNOLOGIES LLC will invoke for the benefit of the buyer, the guarantee or warranty of EMERALD ECOTECHNOLOGIES LLC's vendor for equipment or materials furnished but not manufactured by EMERALD ECOTECHNOLOGIES LLC.

This warranty does not extend to and EMERALD ECOTECHNOLOGIES LLC assumes no liability for consequential and/or secondary damages or losses of any kind (including but not limited to depreciation, damage in transit, lightning, water neglect, misuse or negligent action or omission, inadequate storage or other conditions due to circumstances beyond EMERALD ECOTECHNOLOGIES LLC's control) or sustained directly or indirectly as a result of a defect in any equipment, material or installation or if repaired/modified/tampered without EMERALD ECOTECHNOLOGIES LLC's prior written permission. This warranty shall not apply in the case of damages to equipment supplied EMERALD ECOTECHNOLOGIES LLC if said damages were caused by Buyer-supplied equipment. EMERALD ECOTECHNOLOGIES LLC shall in no event be liable in an amount exceeding the purchase price of the equipment.

EMERALD ECOTECHNOLOGIES LLC makes no warranties regarding equipment manufactured by it or others (including without limitation, warranties as to merchantability and fitness for a purpose), either expressed or implied, except as provided herein. The foregoing shall constitute the exclusive remedies of purchaser for any breach by the Manufacturer of its warranties herein.

Disclaimer of Warranties: EMERALD ECOTECHNOLOGIES LLC shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of EMERALD ECOTECHNOLOGIES LLC's products. The liability of EMERALD ECOTECHNOLOGIES LLC is limited as set forth above to the cost of repair or replacement of defective products within the time period set forth above. This warranty is made in lieu of all other warranties, either expressed or implied, whether of fitness for a particular purpose or merchantability, whether oral or written.