

HYDRANAUTICS STANDARD WORKMANSHIP AND MATERIALS WARRANTY

This Workmanship and Materials Warranty (the “Warranty”) is made by HYDRANAUTICS (“Hydranautics”), a California corporation, in connection with the Buyer’s purchase of a Hydranautics product and the component parts thereof, as more fully defined in that certain purchase order of even date herewith (the “Covered Product”). This Warranty constitutes the entire agreement between Hydranautics and the Buyer as to any warranty provided by Hydranautics to the Buyer on the Covered Product.

- I. ACKNOWLEDGEMENTS OF BUYER.** By accepting this Warranty, Buyer acknowledges to Hydranautics the following:
- A. That Buyer has read and understands the terms and limitations of this Warranty;
 - B. That Buyer has been provided sufficient opportunity to consult with independent legal counsel regarding this Warranty and the limitations hereof, and that Buyer has not relied upon any statements or representations of Hydranautics for Buyer’s understanding or interpretation of any provision hereof.
- II. LIMITED WARRANTY ON WORKMANSHIP AND MATERIALS.** Hydranautics warrants to the Buyer that the Covered Product are free from defects in workmanship and materials for a period not to exceed twelve (12) months (Twenty four (24) months for European Union member countries) from date that the Covered Product are shipped from Hydranautics for delivery to the Buyer, provided however, as a condition precedent to enforcement of this Warranty, the Covered Product are used and maintained in accordance with all Hydranautics specifications and specified engineering, operating, storage, shipment, and returned goods authorization (“RGA”) procedures, as set forth in the TSBs relevant to the Covered Product, posted at <http://www.membranes.com>. Buyer agrees to review such TSBs and to periodically review the website, no less frequently than quarterly, for updates or supplements to the relevant TSBs.
- III. LIMITATIONS ON HYDRANAUTICS LIABILITY.**
- A. Hydranautics’ total liability under this Warranty shall not exceed the replacement value of the covered product.
 - B. In no event will Hydranautics be liable under any theory of liability or be obligated for consequential or indirect damages, including, but not limited to, loss of profits, operating cost, plant downtime, or lawsuits by third parties against Buyer.
 - C. This Warranty shall not be assigned or transferred by the Buyer without the prior written approval of Hydranautics.
 - D. This Warranty shall be governed by and construed according to the laws of the state of California, U.S.A.
- IV. WARRANTY DISCLAIMERS.**
- A. **THIS WARRANTY SUPERSEDES AND REPLACES ANY PREVIOUS WARRANTY MADE OR OFFERED TO THE BUYER BY HYDRANAUTICS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY SET FORTH IN ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.**
 - B. **HYDRANAUTICS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS WARRANTY. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY: (1) THERE ARE NO WARRANTIES ESTABLISHED OR IMPLIED; (2) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; (3) NO EXPRESS WARRANTY IS GIVEN; AND (4) AND NO AFFIRMATION OF FACT OR PROMISE MADE BY HYDRANAUTICS, BY WORD OR BY ACTION, SHALL CONSTITUTE A WARRANTY.**
 - C. **THE WARRANTY OF MERCHANTABILITY IS EXPRESSLY EXCLUDED FROM THIS WARRANTY.**
 - D. **EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN ATTACHMENT “A” HERETO, NO WARRANTY IS MADE FOR THE FITNESS OF THE COVERED PRODUCT FOR ANY PARTICULAR PURPOSE.**
 - E. **EXCEPT FOR THE PROVISIONS SET FORTH IN THIS WARRANTY, NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF HYDRANAUTICS HAS ANY AUTHORITY TO BIND HYDRANAUTICS TO ANY OTHER AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING THE PRODUCT SOLD TO THE BUYER. UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY IS SPECIFICALLY INCLUDED IN THIS WARRANTY, IT SHALL NOT BE ENFORCEABLE BY THE BUYER.**