

## WARRANTY

- SELLER hereby warrants to CUSTOMER that the goods herein described will be free from any liens or encumbrances, that good title to said goods will be conveyed to CUSTOMER by sale of same.

SELLER warrants materials of its own manufacture against defects in material and workmanship under normal conditions of usage and service for one year from whichever of the following events occur first:

- First use in a system
- Three (3) months following date of shipment from Vista.

Materials not manufactured by SELLER receive only such warranty, if any, of the manufacturer thereof and which are hereby assigned to CUSTOMER without recourse to SELLER.

SELLER'S obligation under this warranty is limited to and shall be fully discharged by repairing or replacing any defective part FOB its works. SELLER shall not be liable for repair or alterations made without SELLER'S prior written approval; for membrane elements becoming plugged by suspended matter, precipitates, or biological growth; or for failure to properly maintain the element. SELLER shall not be liable for damages or delay caused by defective material. Elements returned to SELLER for warranty examination must be shipped freight prepaid.

- **SELLER'S Liability.** SELLER SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, NOR SHALL RECOVERY OF ANY KIND AGAINST SELLER BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE SPECIFIC GOODS SOLD AND CAUSING THE ALLEGED DAMAGE, WHETHER SUCH CLAIM BE BASED ON CONTRACT OR TORT; provided, however, the aforesaid to the contrary notwithstanding, SELLER shall not be liable for any bodily injuries or property damage directly caused by its willful, wanton or negligent acts.

- **All Other Warranties and Damages.** THERE ARE NO WARRANTIES ESTABLISHED, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY, EXCEPT THOSE SET FORTH ABOVE OR ANY PERFORMANCE WARRANTY WHICH IS ATTACHED TO THIS ORDER.

- **Permits, Ordinances and Code Compliance.** CUSTOMER has full responsibility for obtaining any licenses, permits and inspections required with respect to installation and use of the goods herein described.

- **Governing Law.** Any agreement based upon this Order and the obligations thereby imposed on SELLER and CUSTOMER shall be governed by and construed according to the laws of the State of California.