

INTELAGARD, INC. LIMITED WARRANTY

EasyDECON®/Crystal Clean®

Intelagard's Warranty obligations are limited to the terms set forth below:

Intelagard warrants to the original purchaser ("Purchaser") that each newly-manufactured Product item (Product") delivered, shall be free from defects in material and workmanship at the time of shipment from place of origin for a period of six (6) months thereafter ("Warranty Period"). Should any defect of any Product be identified by the Purchaser and be brought to the attention of Intelagard during the Warranty Period, Intelagard shall, at Intelagard's option, replace the nonconforming Product or refund the purchase price. The Warranty Period for replacement items or components of the Product shall be for the duration of the unexpired Warranty Period of the items replaced.

These Warranties shall not extend to any Product or Product component that upon Intelagard's examination may have been subject to, and shall render this Warranty null and void:

- a. Mishandling, misuse, negligence, accident or adverse environmental conditions in transport from the FOB point, installation or operation;
- b. Improper storage or use or storage or use that does conform with manufacturer's storage and use instructions;
- c. Tampering;
- d. Alteration to Product by anyone other than Intelagard;
- e. Expiration of Product;
- f. Premature opening or rupturing of the Product seal.

Intelagard's obligation under this Warranty is specifically limited to replacing Product or refunding the original purchase price and then only if any defects are shown by Intelagard's examination to be in a defective condition attributable hereunder to Intelagard. To qualify for this Warranty, alleged defective product must be returned to Intelagard at its address listed below, transportation charges prepaid, within a reasonable time after discovery of alleged defect, and in no event later than the expiration of the Warranty period.

No returns will be accepted without prior approval from Intelagard. The cost of transportation for replacement Product or components returned to Intelagard with Intelagard's approval and/or redelivered to the Purchaser shall be paid by Intelagard only if Intelagard is responsible for replacement of the item or component under this Warranty. The Purchaser shall describe any nonconformities in writing and in detail (including the applicable contract/order number, part number and kit serial number under which the alleged nonconforming Product or component was delivered, the date the nonconformity was identified), and submit this description via email to Intelagard's contact listed below. Intelagard shall respond within fourteen (14) business days with a disposition and direction concerning the alleged nonconforming Product. **IN THE EVENT THE PRODUCT RETURNED TO INTELAGARD IS SUBSEQUENTLY FOUND TO BE CONFORMING OR NOT COVERED UNDER THIS WARRANTY, THE TRANSPORTATION CHARGES INCURRED FOR THE ITEM RETURN SHALL BECOME THE RESPONSIBILITY OF THE PURCHASER.**

This Warranty is not transferable. The total responsibility of Intelagard for claims, losses, liabilities, or damages, whether in contract or tort, related to its products shall not exceed the purchase price. In no event shall Intelagard be liable for any special, indirect, incidental, or consequential damages including, but not limited to, loss of use of facilities or product, loss of profits, property damage or lost production, whether suffered by the Purchaser or any third party.

Replacement products covered under this Warranty are furnished, at Intelagard's option, on an exchanged basis. All replaced products and parts will become the property of Intelagard. Intelagard may request that Purchaser replace defective parts with user installable parts that Intelagard provides in fulfillment of its Warranty obligation. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Intelagard, assumes the remaining Warranty Period of the original product. Parts provided by Intelagard in fulfillment of its Warranty obligation must be used in products for which Warranty services are claimed.

Failure to follow procedures as laid out in this Warranty statement may cause forfeiture of claim. Purchasers automatically deducting the value of a Warranty claim from outstanding balances due prior to receiving written notification of Intelagard approval of the Warranty claim may be subject to forfeiture of the entire claim.

The above remedy of product defects is the purchaser's sole remedy.

This Warranty applies only to parts or components which are defective and does not cover repairs necessary due to normal wear, misuse, accidents, collision with any object, fire, flooding, sand, dirt, windstorm, hail, lightning, earthquake or other acts of God, act of war or hostilities, exposure to weather conditions, theft, abuse, modifications made by owner without the written permission of Intelagard, or lack of proper maintenance. Wear caused by chemicals, abrasions, improper storage, or exposure to excessive temperature is not considered a defect and is not covered by this Warranty. Maintenance and wear items are not warrantable items. Regular, routine maintenance of product to keep it in proper condition is the responsibility of the owner. Intelagard makes no representations and disclaims all warranties of any kind, express or limited relative to any third-party foam and solution product that may be resold by Intelagard, and defers entirely to the statements, documentation, warranties and claims made by the foam or solution manufacturer.

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