



SYBR-AER SYSTEM TWO-YEAR LIMITED WARRANTY

1. **Scope of Warranty and Remedy.** SBR Wastewater Technologies, Inc. ("Manufacturer"), warrants the parts in each Sybr-Aer System to be free from defects in material and workmanship for a period of two (2) years (plus the extended warranty period provided in paragraph 12) from date of installation for treatment of commercial and household wastewater when properly registered with the Manufacturer. Manufacturer's sole obligation under this TWO-YEAR LIMITED WARRANTY is as follows: Manufacturer shall fulfill this TWO-YEAR LIMITED WARRANTY by repairing or exchanging any component part, FOB Factory, that shows evidence of defects, provided said component part has been paid for and is returned, transportation prepaid. The warrantee must also timely notify Manufacturer of the defect or be barred from any remedy. There is no informal dispute settlement mechanism available under this TWO-YEAR LIMITED WARRANTY.

2. **General Limits on Warranty and Remedy.** No warranty is made as to the field performance of any Sybr-Aer System. This TWO-YEAR LIMITED WARRANTY applies only to the parts manufactured by Manufacturer and does not include any portion of the commercial or household plumbing, drainage, or installation of disposal system. Components or accessories supplied by Manufacturer, but manufactured by others, are warranted only to the extent of and by the terms and conditions of the original manufacturer's warranty. In no event shall Manufacturer be responsible for delay or damages of any kind or character resulting from, or caused directly or indirectly by, defective components or materials manufactured by others.

3. **Construction and Design Modifications.** Manufacturer reserves the right to revise, change or modify the construction and design of the Sybr-Aer System for commercial or household wastewater, or any component part or parts thereof, without incurring any obligation to make such changes or modifications in equipment previously sold. Manufacturer also reserves the right in making replacements for component parts under this warranty, to furnish a component part which, in its judgment, is equivalent to the part replaced.

4. **Recommendations.** Recommendations for special applications will be based on the best available experience of Manufacturer, and published industry information. Such recommendations do not constitute a warranty of satisfactory performance or fitness for a particular purpose.

5. **Coverage Under Warranty.** This TWO-YEAR LIMITED WARRANTY extends to the Warrantee of the Sybr-Aer System. As used herein, "Warrantee" is defined as the purchaser who first uses the Sybr-Aer System or the subsequent user(s) for the first two years after its initial installation. It is the first user's or installer's obligation to make known to the subsequent user(s) the terms and conditions of this warranty.

6. **Notice and Claim Process.** This warranty is a TWO-YEAR LIMITED WARRANTY and no claim of any nature shall be made against Manufacturer unless and until the Warrantee, or the Warrantee's legal representative timely notifies Manufacturer, in writing of the defect complained of and delivers the product and/or defective part(s), freight prepaid, to the factory or an authorized service station.

7. **Exclusion and Limits on Damages.** UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE RESPONSIBLE TO THE WARRANTEE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION AND/OR IDLE PRODUCTION, WHICH DAMAGES ARE CAUSED BY A DEFECT IN MATERIAL AND/OR WORKMANSHIP IN THE SYBR AER SYSTEM OR PARTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. **Disclaimer of Other Warranties.** THIS TWO-YEAR LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS WARRANTY, OR OTHER OBLIGATIONS ON THE PART OF MANUFACTURER. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS ALSO LIMITED TO THE DURATION OF THE TWO-YEAR LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS TWO-YEAR LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

9. **Jurisdiction.** Warrantee agrees that any claim made against Manufacturer under this TWO-YEAR LIMITED WARRANTY or otherwise shall be commenced solely and exclusively in a state or federal court having jurisdiction over actions in Warren County, Ohio. Manufacturer agrees that any claim against the warrantee under this TWO-YEAR LIMITED WARRANTY or otherwise shall be commenced solely and exclusively in a state or federal court having jurisdiction over actions in the county where the warrantee resides.

10. **Governing Law.** This TWO-YEAR LIMITED WARRANTY is to be interpreted, construed, and governed according to the laws of the State of Ohio without regard to conflict of law provisions.

11. **Severability.** In the event that any one or more of the provisions contained in this TWO-YEAR LIMITED WARRANTY shall, for any reason, be declared in a legal forum to be invalid, illegal, ineffective or unenforceable in any respect, such invalidity, illegality, ineffectiveness or unenforceability shall not affect any other provision of this warranty, which warranty shall remain in full force and effect, valid and binding upon both Manufacturer and warrantee, and each of the provisions of this TWO-YEAR LIMITED WARRANTY shall be enforceable independently of any other provision of this warranty and independently of any other claim or cause of action.