

GENERAL TERMS OF WARRANTY

All "PROCARE WATER TREATMENT INC." copper-silver ionization CSIDefender® controllers are guaranteed to be free from manufacturer defects for a period of ten (10) years from the date of shipment.

CSIDefender® copper-silver ionization chamber cell consumables are guaranteed to be free from defects for One (1) year from the date of commissioning and start-up provided that the components have not been worn out or damaged due to severe service, i.e. dropped, hit, extreme temperatures, extreme humidity, corrosives and/or abrasive conditions, etc.

A 10-year CSIDefender® controller warranty will remain in effect under the following conditions:

- That the end technology user/owner or facility management personnel responsible for overall facility structural operations (i.e. plumbing department or infection control) proceeds with facility potable water testing for copper in areas where the CSIDefender® technology is installed,
- That the copper water testing will be accomplished via the use of a field copper test kit supplied by the manufacturer,
- That the frequency of these facility potable water tests be no less than once per week (or more) at pre-identified facility water sampling locations,
- That the end-user will immediately report the potable water copper test results in the portal-hub.com online network where a username and password to access their account will be provided to the end-user by ProCare Water Treatment Inc. free of charge,
- That the CSIDefender® ionization chamber cell monthly preventative cleaning maintenance, and yearly consumable replacement, as instructed by the manufacturer to maintain a properly functioning water treatment technology, also be reported in the portal-hub.com network.

This hardware warranty is expressly in lieu of any other warranties, expressed or implied, including, but not limited to, any implied warranty of merchantability for a particular purpose or application. Any modifications to the CSIDefender® copper-silver ionization controller(s) and/or ionization chamber cell(s) will null and voids this warranty.

Failure to replace the CSIDefender® ionization chamber cells with new CSIDefender® ones on a yearly basis will null and void this warranty unless authorized by ProCare Water Treatment Inc.

The official day 1 for a CSIDefender® controller will be identified in a post start-up and commissioning report provided to the end-user by ProCare Water Treatment Inc. or an authorized and certified CSIDefender® technology technician.

All warranty claims MUST be in writing and must be mailed or delivered by the original purchaser within (30) thirty days after purchaser first learns of the essential facts on which the claim is based. Any claims NOT made in writing, not

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TEN YEAR
LIMITED WARRANTY

PORTAL-HUB.COM WATER & MAINTENANCE REPORTING REQUIRED

postmarked or received within the allotted time period specified, shall be deemed waived.

The purchaser's sole and exclusive remedy, and "PROCARE WATER TREATMENT INC.", the maximum liability for any claim shall be limited to the repair or replacement of the defective item, or at "PROCARE WATER TREATMENT INC.", sole discretion a refund to the maximum amount of the purchase price. In no event shall "PROCARE WATER TREATMENT INC.", be responsible for any incidental or consequential damages.

Prices, sales terms, and conditions are subject to review or changes without notice. All orders are subject to the acceptance of "PROCARE WATER TREATMENT INC.", at its headquarters in Dieppe, New Brunswick, CANADA. NO assignment of the purchasers' rights may be made without permission of "PROCARE WATER TREATMENT INC."

No person, including any representative, employee, or agent of "PROCARE WATER TREATMENT INC.", is authorized to assume on the part of "PROCARE WATER TREATMENT INC.", any liabilities or responsibilities in addition to, or different from that contained in this provision. Any and all representations, promises, statements or warranties that are made in addition to that contained in this provision are of no force or effect.

Should a warranty claim be made on CSIDefender® cell consumables (i.e. ionization chamber cell), the replacement cell will be pro-rated in relation to the usage of the originally supplied alloy. Premature alloy electrodes depletion shortening the expected lifespan of the cells due to over usage of the cell is not covered with the manufacturing warranty. ProCare Water Treatment Inc. reserves the right to refuse any warranty claims associated with controllers improperly installed or premature electrode depletion or damage to the technology due to inappropriate or harsh physical environmental conditions causing damage to the cells. This includes but not limited to the installation of the ionization chamber cells in locations not specified in the original proposal.

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